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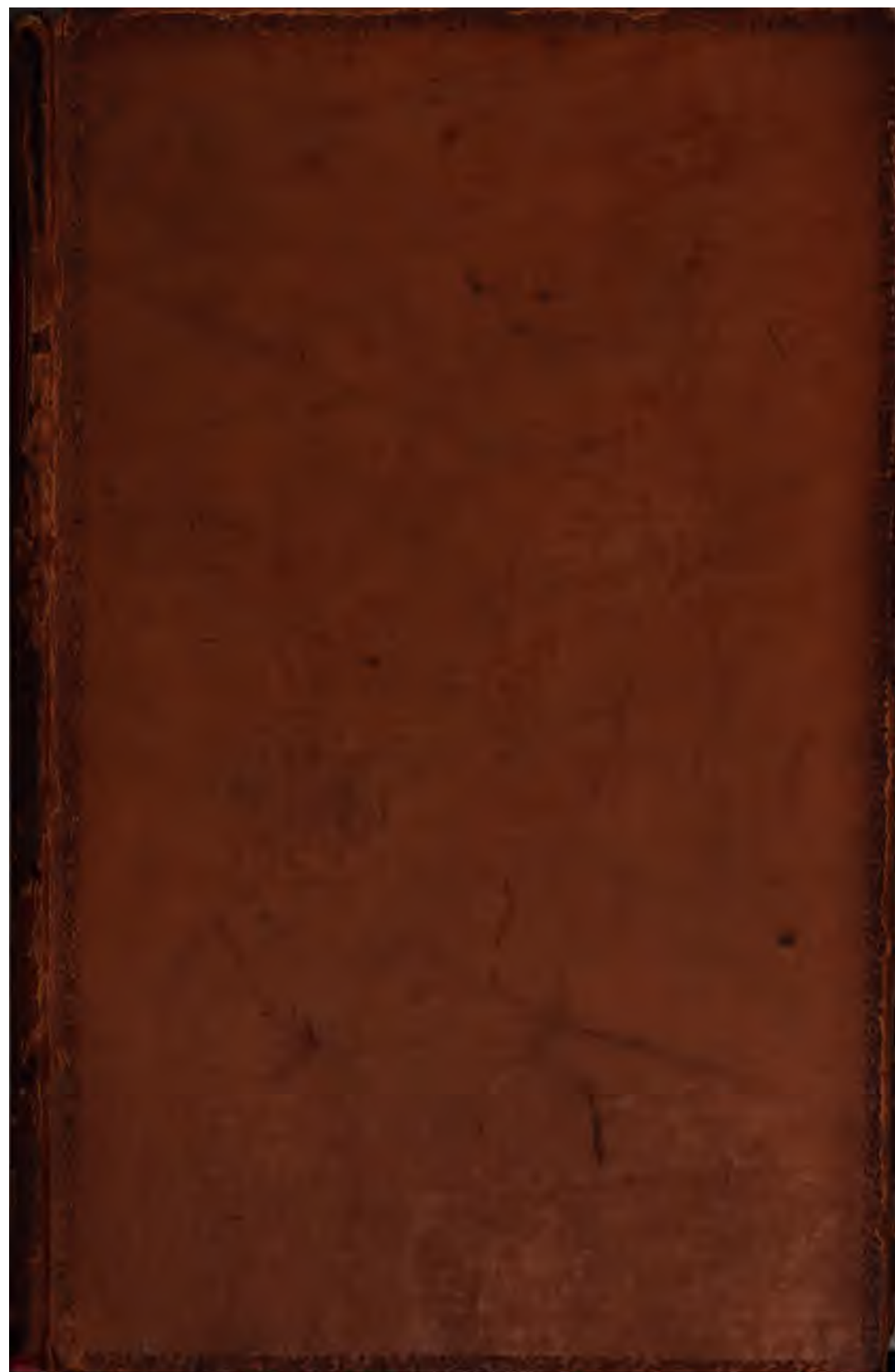
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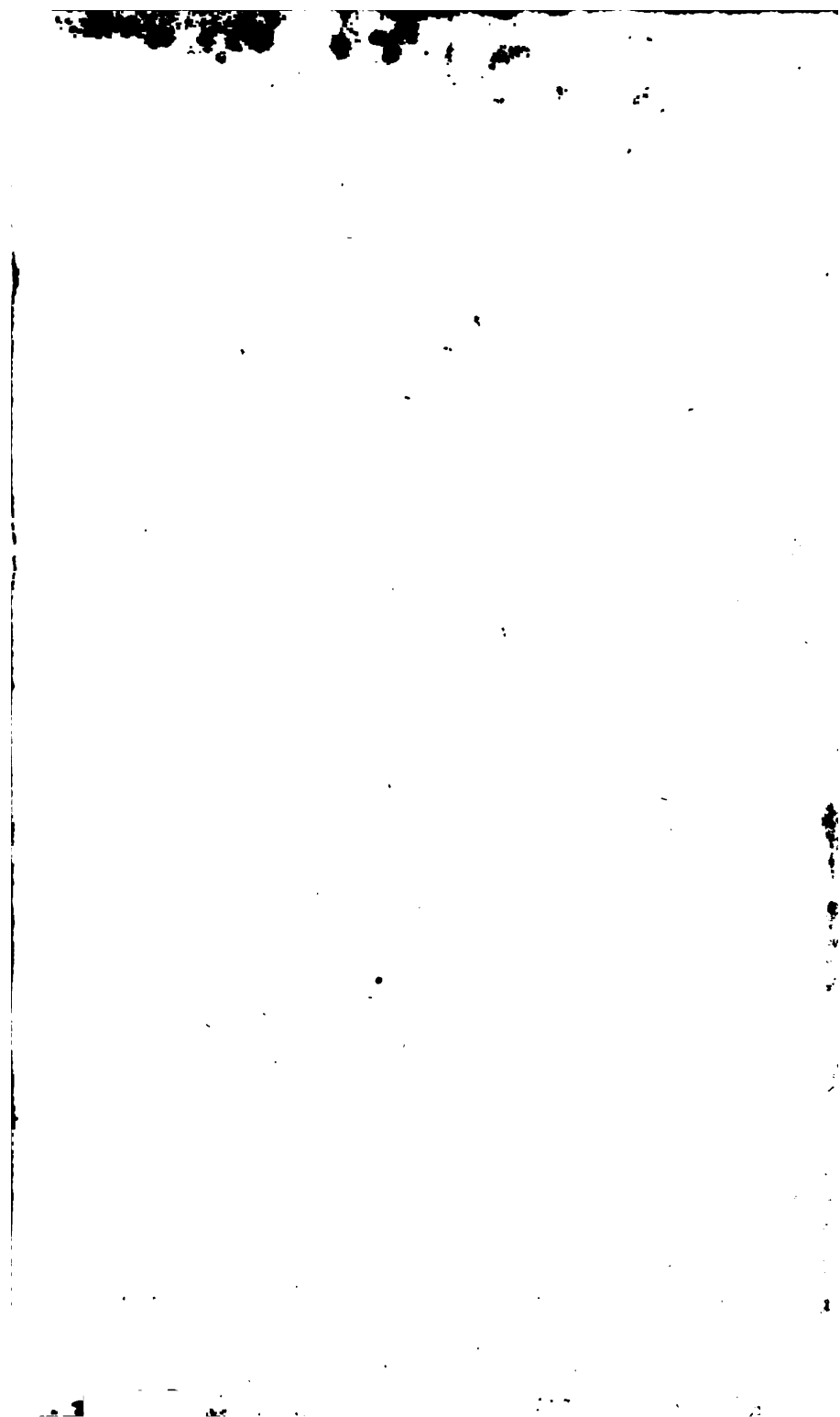
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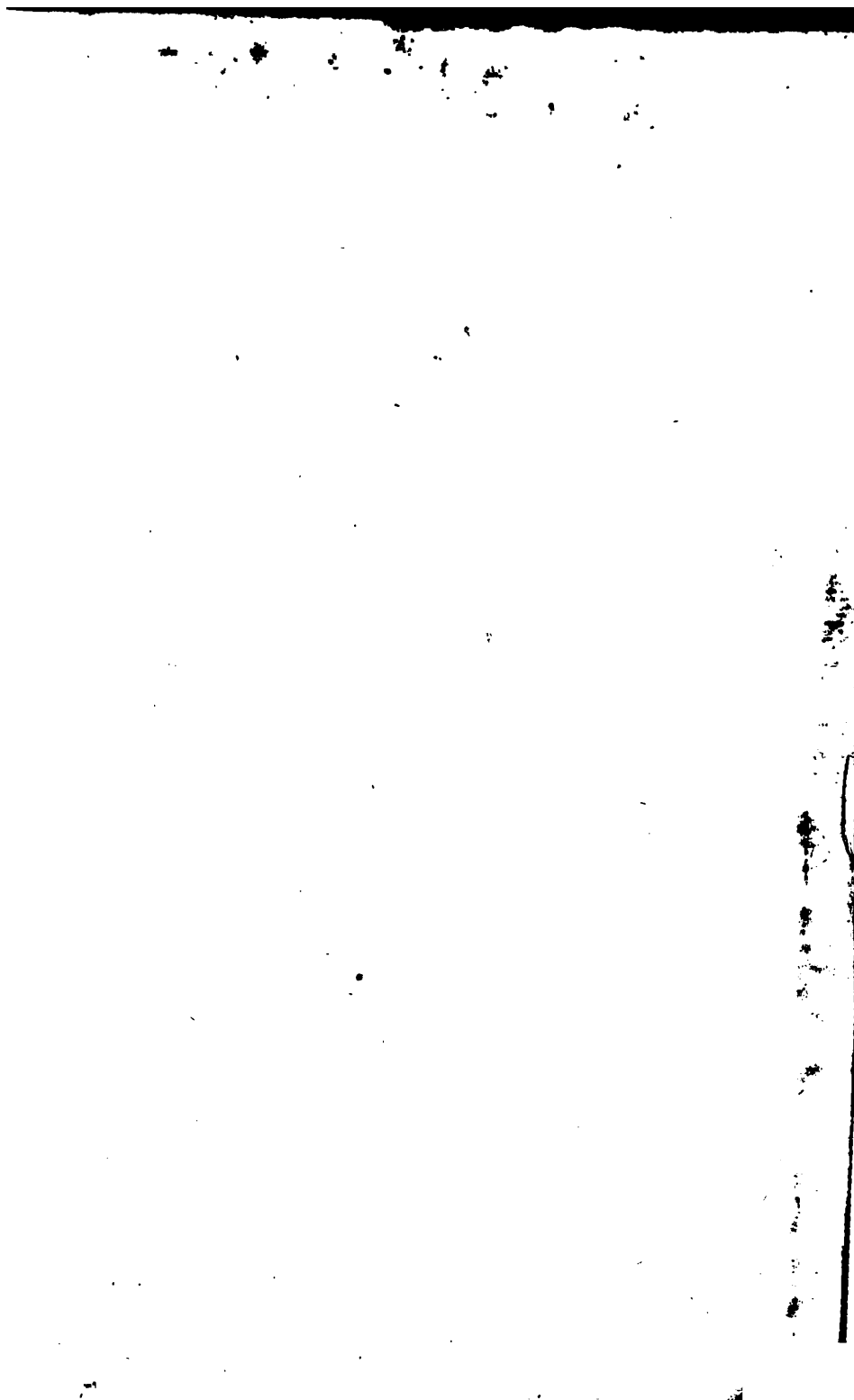
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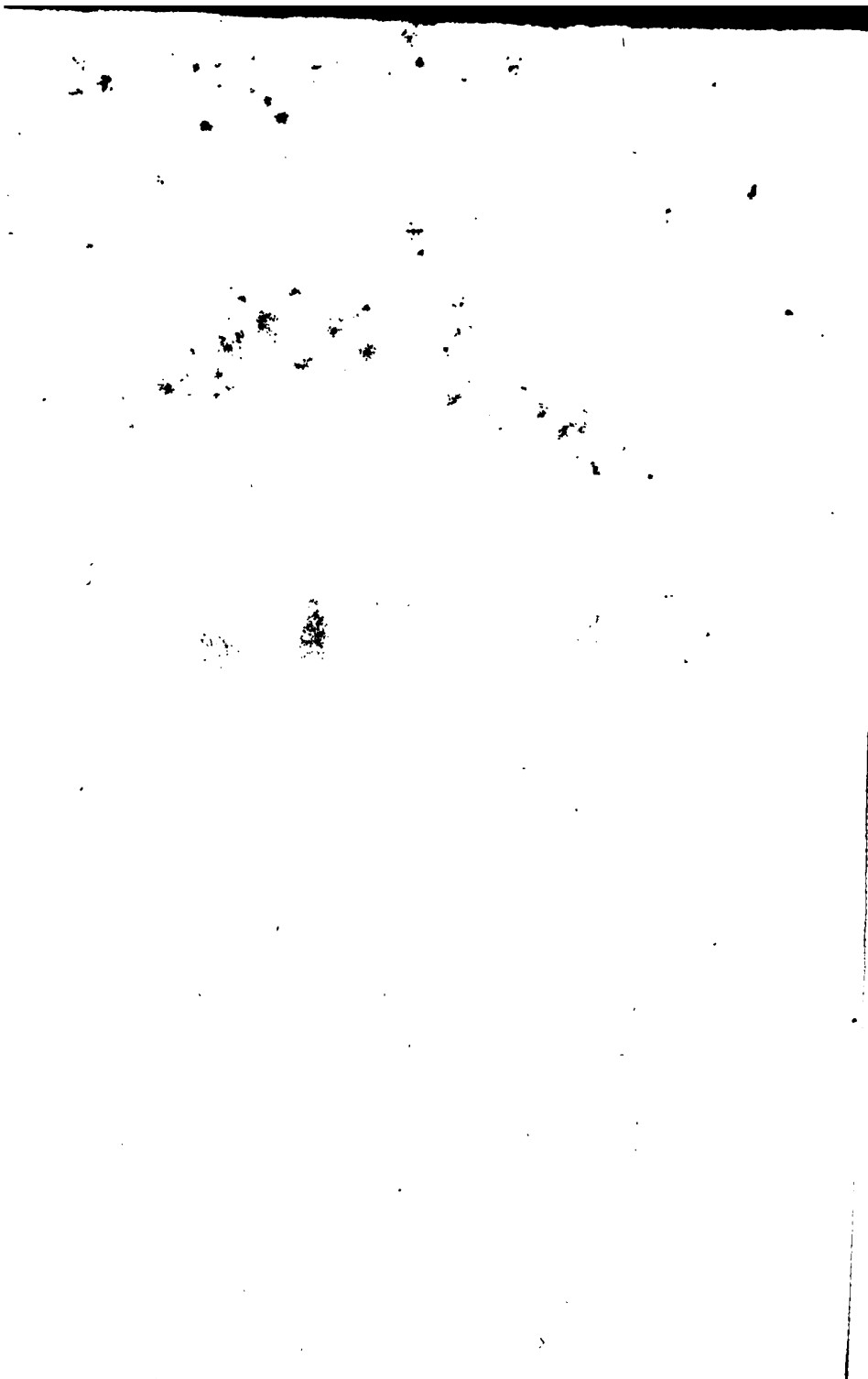
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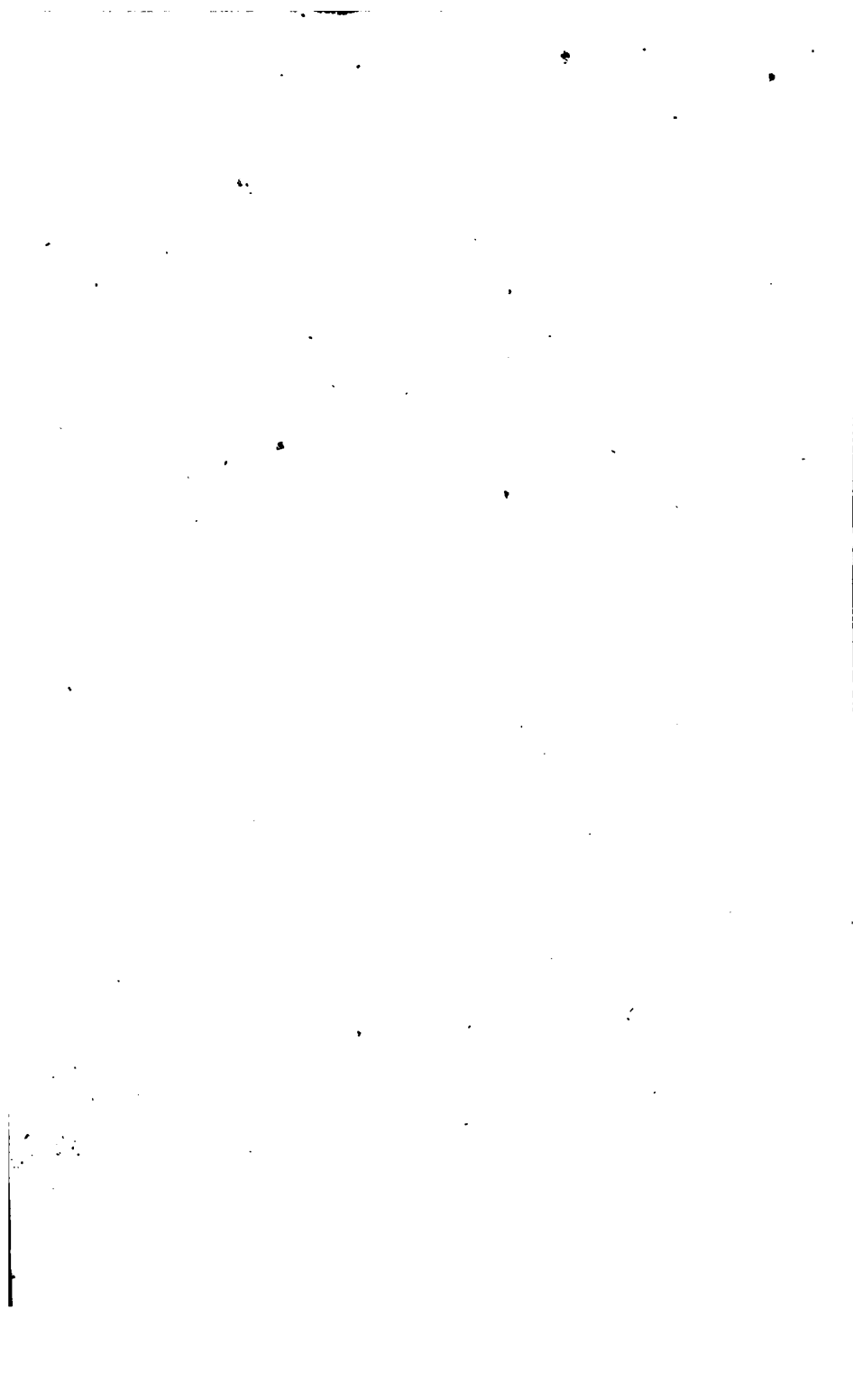
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A
PRACTICAL TREATISE
ON
Copyhold Tenure,
WITH THE METHODS
OF HOLDING
COURTS LEET, COURT BARON,
AND OTHER COURTS:
AND AN
APPENDIX,
CONTAINING
FORMS OF ENTRIES ON COURT ROLLS, AND MINUTE BOOKS;
SURVEYS, STEWARDS FEES,
AND A VARIETY OF PRECEDENTS ON THE MODE OF
CONVEYING
COPYHOLD ESTATES.

By RICHARD BARNARD FISHER, Esq.
STEWARD OF SAINT MARY MAGDALEN COLLEGE, OXFORD.

L O N D O N:
PRINTED BY A. STRAHAN and W. WOODFALL,
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FOR J. BUTTERWORTH, FLEET-STREET.

1794.



P R E F A C E.

THE following Treatise was at first intended only for the private use of the Compiler, and not for the public eye; a conviction however, of the necessity of some book that might afford general information on the subject of Copyhold Law, and the practice of holding courts, has now induced him to bring it forward; and having experienced the want of such assistance, he flatters himself that the present Essay will not be deemed altogether unacceptable.

The learning to be found in the books on this subject, is extremely diffuse and scattered; and a clear and precise notion of the nature and law of Copyholds, cannot well be attained, without great research, and very considerable labour. No one book whatever since the time of Lord Coke, has treated the subject, by any means, in a systematical manner, although great alterations, in many points, have subsequently taken place. There are some

points indeed, on which Lord Coke himself, touched but slightly; for in his excellent little Treatise, called "*The Compleat Copyholder*," in laying down general positions, he treats only of pure and genuine Copyholds; whereas at this time of day, there is a sort of bastard species, (if the expression may be allowed) of Copyhold Tenure; namely, Copyholds for lives, which are granted, either to persons for their own lives, or for the lives of others, according to the custom of the respective Manors. These, indeed, may be said rather to resemble leases for lives, than regular Copyholds; yet being held of Manors, and the Tenure evidenced by a copy of the court roll, they may fairly enough be considered in the light of Copyholds, although they should not be found to possess all the legal properties of pure and genuine Copyholds. On these points, the Author of this Treatise has endeavoured to give such information, as may prove useful; and for that purpose has searched all the modern Reports, and added all the authorities from which he conceived any principle was likely to be deduced, and being Steward of several Manors in different parts of the kingdom, he has, from his own particular situation, been enabled to furnish some general hints and observations on the forms of holding courts; entering the proceedings on the records or rolls of the court, and the mode generally adopted by corporate bodies, as well as by individuals, in assessing their fines, on admitting Copyhold tenants to their estates, and on putting in of fresh lives.

In

P R E F A C E.

V.

In a work of this nature, which is little more than compilation and collection, much that is new cannot well be expected; useful information the Compiler has had in view, and that he hopes the work will be found to contain. He has not the vanity to suppose that it will be considered as a complete work, but if it shall be found at all useful, and prove any ways acceptable to the profession, and the public in general, he will think his labours amply compensated for the present, and on some future occasion may be induced to offer to the world, something more deserving attention.

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ERRATA ET ADDENDA.

- Page 13.—Last line, for “Tale” read “Tail.”
 22.—Line 3 of note, for “this doth make” read “this doth not make.”
 26.—Line 5 of note, for “dum sola and” read “dum sola et.”
 51.—Line 21, for “in points” read “in all points.”
 89.—Line 24, after “Majesty” add “George the Ist.”
 150.—Line 1, for “Chapter XII.” read “XVIII.”
 192.—To the bottom note add “be admitted on breach of condition.”

N. B. Table I. is to face page 247, and Table II. to face page 275

PRACTICAL TREATISE

COPYHOLDS, &c.

CHAPTER I.

Of Copyhold Tenure, and of Manors.

SIR *Edward Coke*, and almost all the writers on this subject, have derived the Tenure of Copyhold from the state of villenage; and "though very meanly descended," says that great author, "yet they come of an ancient house." A certain Great Law Lord of the present day, now filling the most distinguished station in this kingdom, to whose judgment and opinion, as well as to whose eminent learning and abilities, too high a veneration cannot be paid, doubts the fact, and alledges as a reason for his opinion, the circumstance, that in those parts of *Germany*, from whence the *Saxons* emigrated into *England*, there exists at this day a species of Tenure, exactly the same with our Copyhold Estates: and that there

B

exists,

Of Copyhold Tenure,

exists, at this day, a complete state of villenage; so that both stand together, and are not one Tenure growing out of another, and by degrees assuming its place*.

Whatever may have been the true origin, it is not to the present purpose to enquire. As to their name; it is evident they were called Copyhold, because of their being held of some Manor, agreeably to its customs, evidenced and preserved by the records or rolls of the courts of such Manor, and the only evidence and assurance of the title, is a copy of such court rolls of the Manor, attested by the steward. And this Tenure probably originated at a time when the Lords and Great Barons of the realm, who had immense tracts of land granted out to them by the crown, which they of themselves being unable to cultivate, first granted out to their vassals and bondmen, certain small parcels of land, either as rewards for their valour and services, in their intestine wars, or as a consideration for their performing certain services to their Lords, such as cultivating the lands which should remain in the hands of their Lords, or by payment of rent, &c.

Why called Copyhold.

In order clearly to understand the Tenure of Copyhold, it is necessary to enquire what is a Manor?

* See the note to the Case of *Grant and Affle*, in the last edition of Mr. *Douglas's Reports*.

To use the words of Sir *Edward Coke*, in his *Complete Copyholder*, "A Manor is as the body, and Copyholders certain members of that body." What is a Manor.

It must be observed, that it is of the essence of a Manor, that it has been so for time immemorial; for a Manor certainly cannot begin at this day. See 2 *Roll.* 120. *Cro. Eliz.* 39. Hence it is (saith Sir *Edward Coke*) that "the king himself cannot create a perfect Manor at this day, for such things as receive their perfection, by the continuance of time, come not within the compass of a king's prerogative." *Co. Coph.*

The institution of Manors in this country, clearly took place at a time when the king granted lands with jurisdiction to another; who, before the statute of *Quia-Emptores Terrarum*, granted parcel of them to others to hold of him by certain services. *Co. Litt.*

Why it is called a Manor, Sir *Edward Coke* gives the following reason, with the opinions, which in his time prevailed: "Some, (says he) derive the word Manor; a *manendo*; and then it taketh its name, either from the manor-house, which the lord maketh his dwelling place, or else a *manendo quia Dominus ac Tenentes in Manerii sui circuitu cohabitavit ac manent.* Some think 'tis termed Manor from manuring the ground, and then it taketh its name" Why called a Manor.

Of Copyhold Tenure,

“ name either from the lord’s demesnes, which
“ the tenants are bound to manure, or else from
“ the land remaining in the tenants hands, which
“ are likewise tilled and manured. Others are
“ of opinion, that it is derived from the French
“ word, *mesner*, which signifies to govern or
“ guide, because the Lord of a Manor hath the
“ guiding and directing of all his tenants,
“ within the limits of his jurisdiction, and this I
“ hold the most probable etymology, and most
“ agreeing with the nature of a Manor; for a
“ Manor, in these days, signifieth the jurisdiction
“ and royalty incorporate, rather than the land
“ or scite.” *Co. Comp. Copb.*

Of what a
Manor
consists.

Manors, now, consist as they originally did, of demesnes and services. The demesnes, Sir *Edward Coke* tells us, were termed inlands, because the Lords kept them in their own hands for their own immediate use and enjoyment : The services were termed utlands, or probably outlands, because those lands were in the occupation and manurance of certain tenants, who, in consideration of the profits arising from those lands, were bound to perform unto their Lords certain duties and services. *Co. Copb.* A further division is to be found in the same author, both of demesnes and services, such as bocklands and folklands of the demesnes; and of services, of such as were free and honourable, and such as were base and servile. The bocklands or booklands, so termed because

and of Manors.

because they passed by book or writing, were in effect the freeholds, and they were sometimes, for the same reason, called charter land. *Co. Litt.* See also *Sumner on Gavel.* 84. 112. 121.

The folklands, (probably so called because they passed by polls, that is, either by word and livery of seisin, or by the acknowledgment, or admission of the lord, and were claimed and challenged by the tenants, and did not pass by any assurance in writing, but were evidenced only by the folk or people, or *pares curia*;) were the Copyholds, and were distributed among the common people at the discretion of the lord, and might then be resumed by him at his pleasure.

Of the services, such as were free and honourable, consisted principally in attending the lords to the wars during the existence of the military Tenures; being the lord's cup-bearer at feasts or entertainments, in paying rent, or in reserving part of the common for the lord's cattle.

The base and servile services, consisted of low and menial employments, such as plowing the lord's lands, thatching his barns, scouring his ditches, and the like.

If any thing remained of the Manor, after the distribution of lands among the vassals and tenants, and a reservation of such lands for the Lord's own immediate use and enjoyment, such undisposed and unappropriated part of the Manor was called, as it is at this day, the lord's waste.

Of Copybold Tenure,

Manors were formerly called Baronies and are now sometimes called honours.

“ Manors (also we are told) were formerly called baronies, as they still are, lordships; and each lord or baron was empowered to hold a domestick court, called the court baron, for redressing misdemeanors and nuisances within the Manor, and for settling disputes of property among the tenants. *See Blackst. Com. v. 2. p. 90.*—“ In the early time of our legal constitution, the king’s greater barons, who had a large extent of territory held under the crown, granted frequently smaller Manors to inferior persons to be held of themselves, which do therefore now continue to be held, under a superior lord, which is called in such cases, the lord paramount, over all these Manors, and his seigniory is frequently termed an honour, not a Manor, especially if it hath belonged to an ancient fœdal baron, or hath been at any time in the hands of the crown.”

Black. Com. Ibid.

A Manor may consist of one or more villages and hamlets adjacent, or only of several houses in a village. 1 *Inst.* It is worthy however of observation, that it is not absolutely necessary, that the several Copyholds of a Manor should be contiguous, for there are many Manors in this kingdom, where the Copyholds lie severally dispersed at a considerable distance from each other, and very frequently in different parishes and hundreds.

A Manor may also be either real or nominal.

A real

and of Manors.

A real Manor is as before described; but a Manor, nominal Manor, is such by reputation only, as ^{reputation.} in a case where perhaps a lord shall transfer to another the services of all his tenants, and reserve to himself the demesnes only; or if he transfers the demesnes, and reserves the services. In both these instances, the lord hath but a nominal Manor. *Co. Comp. Copb.*

A Manor may also be divided, as if parceners Manor make a partition of a Manor, and parcel of the ^{may be divided.} demesnes and services are allotted to one, and parcel to the other, each is said to have a Manor. But if by descent, the part of the one comes to the other, they shall then unite and become one Manor again. *2 Rol. Abr. 122.*

And lastly, a Manor may be destroyed; and ^{How a} this in several ways, as if, for instance, all the ^{Manor may be destroyed.} freeholds escheat to the lord, the Manor is extinct; for there cannot be a Manor without a ^{Must be a} court baron, nor a court without two suitors at ^{Court Baron.} least. So if the lord purchase them all in fee, the Manor is extinct. *2 Rol. Abr. 122.*

It may likewise be destroyed by severing the demesnes and services: But it is to be observed, that when the severance which destroys the Manor, is by act of the law, it may be revived: As for instance, if the demesnes are allotted to one parcener, and the services to another, and the one dies without issue, whereby her part descends to her sister, the Manor shall be revived. *2 Rol. 122. 1 Leo. 204.*

CHAPTER II.

*Of the Copyholders ; the Nature of their Estate,
and in what respects such Estate partakes of the
Nature of Freehold.*

COPYHOLDS, as before observed, were originally granted at the mere arbitrary will of the lords, and might at any time have been resumed by them ; but through the indulgence and supineness of the lords on the one hand, and the gradual encroachments of the tenants on the other, they are now, and have been for ages, become an absolute and established species of landed property ; and though they are still said to be held at the will of the lord, still that will is to be explained according to the custom of the respective Manors. “ But now (saith Sir Edward Coke) Copyholders stand upon a sure ground, now they weigh not their lord’s displeasure, they shake not at every sudden blast of wind, they eat, drink and sleep securely ; only having a special care of the main chance (*viz.*) to perform carefully what duties and services soever their Tenure doth exact, and
“ custom

“ custom require : then let lord frown, the Copyholder cares not, knowing himself safe and not within any danger.” But it is to be observed, that although “ the lord cannot oust the Copyholder, or do any act whatever to determine his interest, if he observes the customs of the Manor, and regularly performs his services ; and even if he should oust him, contrary to the custom, the tenant may not only sue to the lord by petition, but may have an action of trespass against him, still for all this, the tenant has no estate of freehold in him, for that always remains with the lord.” *Co. Copb.*

There are some Manors, however, in which Custom-estates are said to be held, not at the will of the lord, but merely according to the custom of the Manor, and are then called customary estates only*, as distinguished from Copyhold, which are held not only according to the custom of the Manor, but most expressly at the will of the lords. But *Calthorpe*, on Copyholds, says, “ that Copyholds and customary tenants, differ not so much in nature, as in name, for although some are called Copyholders, some customary tenants, some tenants by the verge, some base tenants, some bond tenants, and

* They are sometimes called customary estates, sometimes tenants by the verge, and sometimes *after* tenants. *Vide Kitchin and 2 Roll. Abr.*

“ some by one name, and some by another, yet
 “ do they all agree in substance and kind of Te-
 “ nure, all the said lands are holden in one ge-
 “ neral kind, that is by custom and continuance
 “ of time, and the diversity of names doth not
 “ alter the nature of their Tenure. It may be
 “ said of Copyhold lands as is aforesaid of the
 “ tenants ; they may differ in name, but not in
 “ nature ; as some, called Copyhold lands, some
 “ customary lands, some bound lands, some base
 “ lands, some ancient lands, some demesne
 “ lands, some encrease lands, some mollendes,
 “ some wast lands, some worke lands, some
 “ loose lands, and some verge lands. And al-
 “ though Copyhold lands be specially so called,
 “ because it is holden by copy of court roll ; cus-
 “ tomary lands, because of some special custom ;
 “ bond lands, because of the bond Tenure ; base
 “ lands, because of base Tenure ; ancient lands,
 “ because of old demise ; demesne lands, be-
 “ cause of its new demise, and late being the
 “ lord’s *owne Mannour* ; increased lands, be-
 “ cause it is late purchased, and laid to the
 “ Mannour ; mollands, because it is holden by
 “ easy rents, or no rents at all ; waste lands, be-
 “ cause it hath been lately approved out of the
 “ waste of the Mannour ; worke lands, such as
 “ hath common appendant belonging to it ;
 “ lose lands, because it is holden by uncertainty ;
 “ rents and verge lands, because it is holden by
 “ the

“ the vierge; yet all the said lands are holden in
“ one general kinde, that is by custom and con-
“ tinuance of time, and their diversity of their
“ names doth not alter the nature of their Te-
“ nure.”—*See Caithborpe on Copyholds.*

It must notwithstanding be admitted, that there is this material difference between Copyholds and customary freeholds; that in the former, the Copyholder is in by demise of the lord, whereas in customary freeholds, the lord is only an instrument, and in pleading a title to a Copyhold estate; it is sufficient to shew a grant from the lord; but, in customary freeholds, the estate of the surrenderor must be shewn. *Per. Holt, C. J. 1 Salk. 365.*

There is besides another Tenure, much of the same nature with customary estates, which pre-^{Ancient} Demesne, vails in some very few places in the kingdom, called ancient demesne.

Ancient demesne consists of those lands or Manors, which though now perhaps granted out to private subjects, were actually in the hands of the crown in the time of *Edward the Confessor*, or *William the Conqueror*, and so appear to have been by the great survey in the Exchequer called Doomsday Book. *2 Bl. Com.*

Copyholds, may be said, in some respects to partake of the nature of freeholds; for Copyholders, says Sir *Edward Coke*, have only a fee simple, *secundum quid*, that though they are te-^{In some respects Copyholds partake of the nature of Freeholds.}

nants at will, yet their estates shall descend to their heirs, and such descents shall be governed by the rules of the common law, unless the custom of the particular Manor specially directs such descent; as where the custom directs the descent to the younger son, the younger son shall take; but as the custom does not specially direct it further, the younger brother shall not succeed, for now the custom ceasing, the common law shall prevail and guide such descent.

But in other respects they do not partake of the nature of freeholds: for they are not assets in the hand of the heirs, nor shall a woman be endowed, or a man be tenant by the curtesy, of Copyhold lands, without a special custom, nor shall a descent take away an entry, nor can there be an occupant * of a Copyhold estate. 4 Co. 6. 64. 2 *Lord Raymond*, 994. Neither has a Copyholder, as such, a vote at the election of a knight for the shire, in respect of his Copyhold estate.— But it is worthy of observation, that though a Copyholder has not as such, a right to vote, yet a Copyholder as such, may be qualified to be elected, if his Copyhold be of the annual value that the statute requires. 1 *Black. Com.* 176. By late statutes Copyholders may serve on juries, which they could not do at common law.

* (i. e.) A general occupant, for there may be a special occupant as to *A.* and his heirs during the life of *B.* *C.* &c.

The requisites to form a perfect Copyhold, are three in number. The first is, that it hath been so, for time immemorial, for it cannot begin at this day: *Co. Litt.* And therefore if the lord grants land by copy, which has not been so granted before, it is no Copyhold. 1 *Lev.* 56. But a continuance in grants, by copy for fifty or sixty years, if it be without interruption, fixes a customary estate. 3 *Leo.* 107.

The second is, that it ought to be parcel of and within the Manor. *Co. L.* 58. But it is not necessary that it continue parcel of the Manor: For if the lord grants the inheritance of all the Copyholds within his Manor, whereby they are severed from the Manor, yet the Copyholds remain. 4 *Co.* 26. *Cro. Eliz.* 103.

The third is, that it ought to be at all times demised, or demisable, by copy, *Co. Litt.* 58. But though it has not always been demised, yet if it has been demisable, that is sufficient. And therefore, if the lord holds a Copyhold (which had escheated to him, or come to him by any other means) in his hands, for many years, he may notwithstanding afterwards demise it by copy: *Co. L.* 58. 1 *Rol.* 498.

Copyhold estates may be granted in fee, which are generally distinguished by the appellation of Copyholds of inheritance; and by custom, operating with the statute *de donis*, they may be granted in *Tale*. But there is also now much in use

use, a sort of Copyholds, of which the writers on Copyhold Tenures have very rarely and very slightly spoken; namely, Copyholds for lives: For Copyholds may be well granted for one, two, or three lives, according to the custom of the Manor, of which they are holden.

And lastly, by special custom, Copyholds may be granted in remainder and reversion. Copyhold estates of inheritance, partaking, as before observed, of the nature of freeholds, and governed by the rules of the common law, may be considered as the genuine and original Copyhold, and those granted for one or more life or lives, as a kind of (if the expression may be allowed) bastard sort, more resembling a lease for lives, than a real Copyhold. In pursuing this subject, therefore, Copyholds will be always considered as of the first sort, unless where otherwise particularly spoken of, as the latter sort. The two great incidents of Copyholds of inheritance, namely, the descent and intailing of them, will be considered in the chapters of Descent and intailing Copyholders.

Copyholds for lives are by custom. *Lit. S. 73.* And in some Manors, estates are granted for one or two lives only, in some for three, in some with a widow's estate, or free-bench annexed, and in others with an executor year, after the death of the tenant, or widow in possession. In some Manors too, there is a custom of granting
estates

estates in reversion, to a life or lives, after a life or lives in possession, and such custom hath been held good.

Where Copyhold estates are thus granted for lives, or to a person, determinable on other lives, the person to whom the grant is made, is considered as the actual tenant of the estate, and must be admitted as tenant in possession, although he be not nominated as one of the lives, in the court rolls of the Manor: And it has been frequently determined that the lives nominated in such grant, are to be considered as trustees merely, for the grantee; for on his death the estate will go to his personal representatives. *See the Case of Withers and Withers. Ambler's Rep. in Chan. and How and How, in Vernon.* And if a grant be made of a Copyhold for three lives, to hold successive, and for such grant the fine be paid by the first life nominated, the other lives nominated will be trustees for the person so paying the fine. *See the Case of Bengier v. Drew. 1 P. Wms.*— So if by custom, the first taker may dispose of the whole, and he likewise pays the whole purchase money, it shall not be a trust for the other two, but shall go to his executors. *1 Chan. Caf. 310.* And even in a Manor, where the custom was, that whoever purchases in it, the estate should go in succession. *A.* purchases a Copyhold estate for his own and two lives, and by his will devises all his estate real and personal to his wife:
Though

Though the legal interest, be according to the custom of the Manor, yet *A.* has an equitable interest, from being the sole purchaser, and shall be construed as a trust for him, he having advanced the money. *See the Case of Smith v. Baker.* 1 *Atk.* 385.

But it has been held, that where a father purchased land in his son's name, his son being then eighteen years of age, and the father continued in possession till his death, that it should be considered as an advancement for the son, and not a trust for the father. *Taylor v. Taylor*, 1 *Atk.* 386.

In a still later case it was held, that when a father inserts the life of a child, it affords a presumption that he intended the purchase as an advancement for the child, and in order to remove that presumption, some evidence must be produced, to shew, that at the time of the purchase the father intended it for his own benefit. *The Case of Dyer v. Dyer*, in the Exchequer*.

Where a Copyhold is granted to three successively, and there is no custom proved, that the first taker had power of disposing of the whole, nor that the first taker paid the purchase money, in that case it shall not go to the executor of the first taker, but shall go in succession. *See Rundle and Rundle.* 2 *Vernon*, 264.

* This Case, though well known and recognized, has never been regularly reported.

In all the cases however, that have been hitherto decided, the intention has governed; and it is to be presumed, that in all future cases, the intention of the party purchasing is to be considered, and must be made out from circumstances. Upon the whole, it seems now however, to be pretty well settled, from the determination of a great variety of cases, that the party purchasing, if he be the sole purchaser (that is) by paying the whole of the fine himself, has an absolute controul over the estate, for the lives so nominated in his copy: Those lives are to be considered merely as trustees, without taking an interest in the estate, and he may dispose of it in any way he thinks proper. But on the other hand, if he should make no disposition of the estate, or it should not appear, by any circumstances, that he purchased for the advancement of his son, or any particular person, but perhaps meant that each of the lives, in the succession they are nominated, should have a beneficial interest in the estate, in the order they are nominated in the copy; or, lastly, if it should not be made appear that the first taker was the sole purchaser: In all these cases, it should seem that the estate must go in the order of succession pointed out in the grant, where the custom of the Manor is successive; that is to say, that estates should go in regular succession, as the respective lives are nominated; as if a father

C

should

should purchase, a Copyhold for his three sons, and die without making any disposition of it, in this case he would be considered as purchasing for the advancement of all his sons, and they would take, according to the order of succession.

And in many Manors, a custom has prevailed very generally, that where an estate is granted to three successive, and it does not appear who was the first, or original purchaser, the lives take in order of succession, and on the death of the first life the second comes in, and is admitted and puts in a third life, and so on in *perpetuum*.

This, indeed, seems rather like purchasing in reversion, each person in succession paying to the lords a fine for the putting in a third life, as he himself comes into possession. And this is a very usual mode of provision for children.

Who shall be capable of being Copyholders. Not only all such persons as are capable of taking a grant of lands by the common law, are capable of taking a grant by copy, according to the custom of the Manor; but, Sir *Edward Coke* lays it down, that an infant, a man *non sane memoriæ*, an idiot, a lunatic, an outlaw, or an excommunicate, may be grantees of a Copyhold estate.

“ The lord himself may take a Copyhold to his own use. One joint tenant may receive a Copyhold from the hands of his joint companion, because it passeth by surrender, not by livery.

“ A

“ A *feme-covert* may be a purchaser of a Copyhold, and this purchase shall stand in force until her husband disagreeth. Nay farther, a *feme-covert* may receive a Copyhold by surrender from her husband, because she cometh not in immediately by him, but by mediate means, *viz.* by the admittance of the lord according to the surrender.

“ As the *feme* is capable of receiving a Copyhold from the hands of the baron, so, by special custom, the baron may take a Copyhold from the hands of his *feme*: for in some Manors custom doth enable the *feme* to devise a Copyhold to the baron. But this custom hath been impugned, therefore I dare not justify the validity of it.” *Co. Comp. Cop.*

CHAPTER III.

*Of what thing sCopyholds may be granted, and
of what not.*

OF such things as are grantable by copy, Sir *Edward Coke* lays down the following general
 “ rule: Generally, what things soever are parcel
 “ of the Manor, and are of perpetuity, may be
 “ granted by copy, according to the custom.
 “ But things that lie not in Tenure, are not
 “ grantable by copy; as rents, bailiwicks, stew-
 “ ardsships, commons in grofs, advowsons in
 “ grofs, and such like: All which are incorpo-
 “ rate hereditaments, and therefore no rent can
 “ issue out of them, neither can they be held by
 “ any manner of service. But an advowson ap-
 “ pendant, a common appendant, or a fair ap-
 “ pendant, may pass by copy, by reason of the
 “ principal thing to which they are appendant;
 “ and generally what things soever are parcel of
 “ the Manor and are of perpetuity, may be
 “ granted by copy according to the custom.”
Co. Copb.

The

The reason why such things as are grantable by copy must necessarily be things of perpetuity, is that otherwise it will not appear that there hath been a custom to demise them. A Manor may be granted by copy, and all lands and tenements within the Manor. *Co. L.* 58. But where a Manor is granted by copy it cannot have freeholders, or a court baron: Though it may have a customary court for the admission of Copyholders. *Vide 2 Cro.* 260, 327.

The herbage and *vestura terra*, may likewise be granted by copy. *Co. L.* 58: 1 *Rol. Abr.* 498. It has been said, that tithes may be granted by Copy, for they may be parcel of a Manor, as well as a rent charge. But on this point the authorities seem to differ, and it does not appear to be perfectly settled whether they are grantable by copy, or not.

Underwoods growing upon the Manor, without the foil, may also be granted by copy. *Co. Copb.*

So too, a mill, a market, a fair, a fishery, a common, and in short every thing that concerns lands and tenements. 4 *Leo.* 241. *Cro.* E. 413. *Co. Litt.* 58, &c.

A grant however of demesne lands of a Manor, which within time of memory have been occupied by the lord himself, or his farmer, cannot be a good grant, because of the newness of it, and yet, by continuance of time, it may be good Copyhold,

Copyhold, when the memory of the contrary is done away. *Vide Galib. on Copyholds, 54, 55.*

The same author doubts whether, if a Copyholder surrender his Copyhold into the hands of the lord, merely to the use of the lord, the lord may grant this again by copy, when he may, as it comes unto him by forfeiture, or by escheat, because it is made parcel in detmesne, by his own acceptance, and not by the act of the law.

It hath been held, that a grant of the waste by copy is void, unless it hath been so granted time out of mind. *3 Keb. 124.* But it has been since determined that the lord of a Manor may make new grants * of part of the Manor, to hold by copy, provided it be done with the consent of the homage. *Vide Chan. Caf. Temp. Lord King.*

* By statute 29. G. II. Commons may be inclosed for the purpose of planting by consent of lords and tenants; but this doth make new Coppholds—and by the statutes of improvement, wastes may be inclosed, leaving sufficient common with egress and regress for the commoners. *See an Extract of the Statute 29. G. II. in the Appendix.*

CHAPTER IV.

*Of the Descent of Copyholds, and how they are
guided and directed.*

THOUGH a Copyholder holds his estate at the will of the lord, yet by custom it is descendible to his heir. 3 Co. 21. And the descent shall be regulated and guided by the rules of the common law, as incident to an estate descendible. 4 Co. 22. This rule, however, admits of exceptions; for in many instances, as will appear, by special custom, the descent of Copyholds shall not be regulated by the rules of the common law, but are directly contrary to them.

A Copyholder, heir to her mother, before admission, devises to A. and dies without admission, or surrender, the lands shall descend to her heir, on the part of her mother. *Stra.* 487.

Where they are regulated by the rules of common law.

A Copyholder having issue, a son and a daughter, by one venter, and a son by another venter, makes a lease for years, and dies, and afterwards the eldest son dies before admittance, the land shall descend to the daughter, and not to the second son. 4 Co. 21. *Brown's Case.*

Of the Descent of Copyholds,

One seized of a Copyhold in fee in nature of borough English, has five sons, the youngest of whom dies, leaving issue a daughter, and then the father dies, the youngest son's daughter is inheritable: For the youngest son, by borough English, and his representatives, are as much heirs to the borough English lands, as an eldest son, and his representatives, are heirs to lands descendible at common law. *Per. Holt. C. J. 1 p. Wms. 63. Clements v. Scudamore.*

If there be a Copyholder for years, remainder to *A.* and his heirs, and *A.* dies during the term of years, his sister of the whole blood shall inherit, for the possession of the Termor for years, was the possession of him in remainder. *1 Vent. 261: 1 Mod. 120.*

If the heir of a Copyholder dies before admittance, the descent shall be to the whole blood. *Dy. 291. Mo. 125.*

If a Copyhold be limited in remainder, it ought to vest during, or at the end of the particular estate; and if the remainder be contingent it shall be in abeyance till the contingency happens. *1 Rol. 238. 438.* But a surrender by a Copyholder for life, before the contingency happens, does not defeat it. *2 Rol. 794.* The evident reason for which is, that the freehold is in the lord.

By

By special custom, the descent of Copyhold ^{Where} estates may be ^{contrary} to the rules of the com- ^{to the} mon law; as by the custom of borough English, ^{rules of} Copyhold lands may descend to the youngest son, ^{the com-} or to the youngest brother, or to the youngest ^{Borough} daughter, or to the eldest daughter only. *Kit.* 102. ^{English.} If by custom, the wife has her free bench, and during her estate the eldest dies, the next daughter, being eldest at the death of her mother, shall inherit. 1 *Sid.* 267, 1 *Lev.* 172. By special custom, too, Copyhold lands may descend to all ^{Gavel-} the males, as in gavelkind, to all the brothers, ^{kind.} or to all the sons. *Kit.* 102.

Also by special custom, a Copyholder for life, ^{May} shall name his successor. 1 *Rol.* 562. 4 *Leo.* 238. ^{name his} And it is to be observed that a single admittance, ^{successor.} at a court leet or court baron, is evidence sufficient, to prove the custom of lands to descend to the youngest nephew, though there is a presentment, that the custom extends only to the youngest son, and youngest brother, and no farther. *Doe v. Mason*, 3 *Wils.* 63.

And Copyholds have not the collateral qualities ^{Collateral} of other inheritances, which do not concern the ^{qualities.} descent, without such special custom: As a husband shall not be tenant by curtesy of his wife's ^{Curtsey.} lands, without a special custom, 4 *Co.* 22. *Cro.* E. 361. But by special custom, he may be tenant by the curtesy of a Copyhold, which he has in right of his wife; the custom, however, shall be

be taken strictly, and therefore, though the husband of one, who had a Copyhold, at the time of the marriage, shall be tenant by the curtesy, yet he shall not, if the Copyhold descends during coverture. 2 *Leo.* 208. 109.

Dower. And so a wife shall not be endowed of a Copyhold estate: But by special custom, the wife may have all or part of the land of her husband, after his death for dower or free bench. *Co. Lit.* 33. *Kit.* 105. 4 *Co.* 21. *Cro. E.* 426. 3 *Leo.* 385.

It should be observed, that free bench and dower are often considered as synonymous terms, but they differ most materially: For free bench is a widow's estate, in such lands as the husband died seized of, and not of such lands as he was seized of during the coverture, whereas dower, is the estate of the widow in all lands the husband was seized of during the coverture. See the *Case of Godwin and Winsmore*, Hil. 1742. 2 *Atkyns* 525*.

The

* Of the free bench, several Manors have several customs, and some of them of a very peculiar kind, as at *East and West Enborne* in the county of *Berks*, if a customary tenant die, the widow shall have her free bench, in all his Copyhold lands *dum sola and casta fuerit*, but if she commits incontinency, she forfeits her estate: Yet if she will come into court riding backward on a black ram, with his tail in her hand, and say the words following, the steward is bound by the custom to re-admit her to her free bench.—

Here

The descent of a Copyhold does not toll or Does not
take away the right of entry. *Plur. Co. 22.* toll entry.

Brown's Case.

Of a Copyhold estate there shall be no occu- Can be no
pant, but it goes to the lord. *Noy 47.* occupant.

A Copyhold shall not be affected in the hands Not af-
of the heir, to charge him upon a bond of his fect.
ancestor. *4 Co. 22.*

A surrender of a Copyhold with warranty, the Warran-
warranty is void. *Mob. 352.* ty.

A surrender by a Copyholder seized in tail, Disconti-
does not make a discontinuance, for there is no nuance.
livery, or warranty, and a surrender by a hus-
band, seized in right of his wife, makes no dis-
continuance. *4 Co. 23. Mob. 753. 596.*

A surrender in fee by a Copyholder for life, Surrender
is no forfeiture, for nothing passes by livery. by tenant
4 Co. 23. for life,
no for-
feiture.

Nor if he suffers a common recovery in the
court of the Manor. *1 Mod. 200. 2 Mod. 23.*

Here I am,	And for my tail's game
Riding on a black ram,	Have done this worldly
Like a whore as I am,	shame,
And for my crineum cran-	Therefore, I pray you, Mr.
cum	steward, let me have my
Have lost my bincum ban-	land again.
cum,	<i>See Cuming's Common Law Dict.</i>

The same custom is said to be in *Chadlesworth* in the same
county, and in several parts of the West.

† (*i. e.*) No general occupant.

A sur-

Dum fuit infra ætatem. A surrender by a Copyholder for life and him in remainder in fee, being an infant, does not bar, nor put the heir of the infant to a *Dum fuit, Infra Ætatem.* *Cro. E.* 90.

Cannot grant the custody of lands. The lord cannot grant the custody of Copyhold or customary lands, to a committee, if his Copyholder is a lunatic, nor the guardianship of his Copyholder, if he be an infant, without a special custom. *Hob.* 215. *Lut.* 1190.—But if a Copyholder dies, his heir being within the age of fourteen years, his *procbein amy* shall be a guardian to him, if there be no special custom in the Manor for it. 2 *Rol.* 40. It is however to be observed, that in very many Manors, a custom prevails of appointing both committees of lunatics, and guardians of infants.—Thus, in all these several points, it seems that the descent of Copyholds, is most materially contrary to the rules of the common law,

CHAPTER V.

*Of the Intailing Copyhold Estates, and the manner
of barring and docking such Intails.*

IT seems to be now perfectly agreed, whatever the former difficulties may have been, that the *statute de donis* of itself alone, creates no intail of Copyhold lands; and that for two reasons; first, because Copyhold lands are intirely subject to the custom of the Manor; and secondly, because they are not included in the word *tenements*, which has been understood to comprehend only an estate of freehold. But if the custom of a Manor has admitted of limitations of remainders upon such gifts, then the custom of the Manor, co-operating with the statute, may create an estate tail.

Lord Coke says, that by the custom of the Manor, the statute co-operating with it, Copyholds may be entailed, but there cannot be an estate tail in Copyholds by custom only, nor an estate tail by the statute only. The meaning of which seems to be, that estates tail were before the statute, as to the manner of the limitation, by
the

hold, a surrender (although only to the use of the will) will be sufficient for that purpose. But it is worthy of observation, that Lord Chief Justice *Willes*, differed from the other judges in that case, and said, he did not think a surrender alone would bar: And that the occasion of this method was from the ignorance of stewards of Copyholds, who know not how to suffer a recovery, and therefore chuse to do it by surrender.

In the case of *Martin v. Mowlin*, in 2 Burr. 969. Lord *Mansfield* said, "Wherever the tenant in tail of a freehold estate could by any means bar the estate, there this tenant in tail of this Copyhold, might do it by surrender, and his surrender shall operate as a good recovery."

It should be observed, however, that in both these cases, it was expressly stated, that it was the custom of the Manor to bar intails by surrender only.

By forfeiture.

In some Manors, a forfeiture committed by tenant in tail of a Copyhold, such as making a lease, without a licence, and the lord, after three proclamations, seizing the Copyhold, and regranting it to the Copyholder and his heirs, has been held to be a good bar to the intail. And if tenant in tail surrenders to the purchaser and his heirs, who commits a forfeiture, and the lord seizes it, and makes proclamation, this also, has been held to be a good bar to the intail.

intail. And if such forfeiture be presented, and the land seized, the lord may not admit any other, but him to whom it is limited, by the tenant making such forfeiture, and the lord cannot dispose of it otherwise. *Sid.* 314. 2 *Saund.* 422.

Upon the whole, it does not seem adviseable to trust to either of the latter modes of barring an intail, as they both depend so much on the customs of particular Manors, which are sometimes extremely difficult to make out and prove; and the difference in point of expence, between the common recovery and either of the other modes, is not, or at least ought not to be so considerable, as to make it an object to the parties worth running such a risque.

CHAPTER VI.

Of Customs.

What
they are.

CUSTOMES, saith Sir *Edward Coke*, are defined to be a law or "right not written, which
" being established by long use and the consent
" of our ancestors, hath been and is daily practised." *Co. Copb.*

Nature of
it.

Every Custom is local and shall be alledged, not in the person, but in the Manor, or other place; and it is *Lex Loci*, for in such a particular, it binds the persons, or things concerned, as another law. *Co. Lit.* 113.

Custom may be alledged in a Manor, or other particular place: In a city or borough, or in a county, as the Tenure of gavelkind; but it cannot be alledged for the whole kingdom, for that is the common law. *Co. Lit.* 113. *Kit.* 105.

Is to be
tied out
of mind,

Continual usage and practice from time whereof no memory is to the contrary, makes a custom. *Dav.* 32. *Co. Litt.*

Every

Every custom that is not contrary to reason, ^{Must be} may be allowed. *Co. Litt.* 62. But a custom ^{reason-} may be reasonable, though it be contrary to a ^{able.} rule, or maxim of law; as for instance, the custom of gavelkind, that all the sons shall inherit; or borough English, that the youngest son only shall inherit. *Co. Litt.* 140. And the reasonableness of a custom is to be considered, not from the rules and maxims of the common law, (for there is no custom but what in some point, or other, overthrows the common law) but from the conveniency of the thing. *Gilb. Ten.*

A custom may also be reasonable, if it be for the common benefit, even though it tends to the prejudice of any particular person, as a custom to make a bulwark, for defence of the realm, upon the land of another; or to dry his nets upon the land of another, or to turn his plough upon the headland of another.

A custom shall be deemed reasonable which may have had a reasonable commencement, though it need not have a lawful commencement. As a custom, that one shall have liberty to plough and sow, and after the corn is carried away, another shall have the land as his several: And that a commoner shall not put cattle upon the common, after the corn is carried away, till Michaelmas: Now here, though it does not appear that these customs had a lawful commencement, yet it is to be presumed they had a reasonable

commencement; for a custom cannot be good or reasonable, which cannot have had a reasonable commencement. *Dav.* 32. 6 *Co.* 60. *Kib.* 104. 105.

A custom may also be reasonable, though the right of another be restrained; for example, a custom in restraint of trade, as a custom that the lords may have a bake-house, for his tenants in the vill, or Manor, and that none else shall bake there to sell. Or that all the inhabitants of a vill, or Manor, shall grind their grain at the lord's mill. *1 Rol.* 559.

Must be
certain.

A custom ought to be certain, otherwise it shall be void; and if it be discontinued, it is gone, *Dav.* 33.—It is however worthy of observation, that an interruption, which destroys a custom, must be an interruption of the right itself, and not merely of the exercise of it.

These are the general rules relating to customs. And customs are as various, and almost as numerous, as Manors themselves: Should I, saith Sir *Edward Coke*, go about with a “catalogue of several customs, I should with *Syffibus*, *saxum volvere*, undertake an endless “piece of work.” *Co. Copb.*

It may be proper, however, to remark, that some customs are so very general, as to extend to all Manors, and these are warranted by the common law, and the courts are bound to take notice of them.

But

But there are besides particular customs, that are peculiar only to some Manors; these are to be construed strictly, and the courts are not bound to take notice of them, unless specially pleaded.

General customs are such, as that every Copyholder may take hedge-bote, house-bote, and plough-bote, upon his Copyhold. General Customs.

That every Copyholder may make a lease for a year, and such lessee may maintain an ejectment, for as the common law warrants such a lease, so it gives him a remedy for the recovery of it. *4 Co. 26. Cro. E. 461.*

That a Copyholder may surrender to the lord; by attorney, in court, or out of court, or to the steward, and even out of the Manor: but it has been held that he cannot surrender by attorney, to two customary tenants, without a special custom.

What a Copyholder may, or ought to do, and what not; the custom directs. *Co. L. 63. A.*

Some of the most considerable and important special customs are as follow: Special Customs.

First, a Copyholder may by custom be tenant by the curtesy of a Copyhold, which he has in right of his wife. But the custom shall be taken strictly.---And therefore, although the husband of a woman, having a Copyhold estate, at the time of the marriage, shall be tenant, by the curtesy, yet if the Copyhold descends to the wife, Tenancy by the Curtesy.
Who shall have it.

during coverture, he shall not be, and the reason is, that she was not a customary tenant at the time of the marriage, and so not within the custom. *See the Case of Sir John Savage. 2 Leon. 109. 208.*

Dower
and Free
Bench.

Secondly, by special custom, the wife may have all the lands of her husband, after his death, for her dower, or free bench; or a moiety only, or third part of his land, or only the fourth part: or the whole or a moiety only, *dum sola et casta vixerit*, or during her widowhood. *3 Lev. 385. Co. L. 33. 37. Kit. 105. Hob. 181.*

Who shall
have it.

Sometimes the wife, by special custom, shall be admitted to her dower after the death of her husband, and shall pay a fine, and sometimes she shall have it without admission, as an excrescence from the estate of her husband. *Kit. 123. Hob. 181.* And though the wife be divorced *a Mensa et Thoro*, yet she shall have her dower. *Ibid.*

But if a man before marriage settles on his wife part of his real estate, for her jointure, in bar of all dower, which she may claim out of any lands, tenements, messuages, and hereditaments, of which he is, or shall be seized of, freehold, or inheritance, she cannot claim her free bench, in Copyholds purchased afterwards. *Walker v. Walker. M. 1747. 1 Vez. 54.*

Who shall
not.

It has been held, that a widow of a cestinque trust, of a Copyhold estate, ought to have her free bench as if the husband had the legal estate in

in him. 2 *Vern.* 583. But the better opinion seems to be, that a widow of a cestinque trust, of a Copyhold estate is not entitled to her free bench, and in the case of *Godwin v. Winsmore*, 2 *Atk.* 525, Lord *Hardwicke* decided against such claim of the widow.

If the husband be a bankrupt, and his Copyhold is sold by the commissioners under a commission, the widow shall not have her dower, for the husband did not die tenant (as he ought by the custom) though the bargain was not admitted. *Cro. Car.* 569.

In the report of this case, the custom is stated to have been, that if a Copyholder seised in fee, dyeth, having a wife at the time of his death surviving him, that she shall have and hold, the said Copyhold land, during her life, and for twelve years after.

And if the husband surrender to *A.* and dies, and afterwards *A.* is admitted, the wife shall not have her free bench: for upon admittance, *A.* shall be in from the time of the surrender. 3 *Lev.* 385. 1 *Salk.* 185.

The widow of one attainted for felony, and executed, shall not have her free bench without a special custom, and Lord Chief Baron *Gilbert* says, she shall lose it, though there be no special custom.

Thirdly, it has been held, that by special custom a Copyholder may make leases for three, ^{May} ^{make} ^{Leases.}

nine, or twenty-one years, without licence, from the lord, and thereupon maintain an ejectment. *Kit. 102. 4 Co. 26.*

If a Copyholder has a licence to lease, he ought to pursue his licence, otherwise his lease is void. *Cro. Eliz. 395.*

If a Copyholder makes a lease, by licence, the lessee may assign without licence, or he may make an under lease, for the lord, by his licence, has parted with his interest. *1 Rol. 508.*

Shall
have
Com-
mons.

Fourthly, by special custom, a Copyholder shall have common within the waste of the lord, or in *alieno solo*. And a single Copyholder may allege this custom. *4 Co. 32.* And by special custom, likewise, a Copyholder may have estovers, or other profit within the waste, or woods of the lord. *Ibid.*

In the case of the Dean and Chapter of *Ely* versus *Warren*. *2 Atkins 189*, a special custom to dig up the lord's soil for turf, was held to be a good custom; for as fenny and marshy lands are often overflowed, and lie buried under water for seven or eight years, and produce no profit at all to the Copyholder, therefore, by way of compensation, when the water is drained, and the land improved, from the additional soil brought by the floods, the Copyholder may be entitled to common of turbary. It was in the same case determined, that the Copyholder only, and not

not an occupant, who is only a tenant at will, can have a right to a common of turbary.

If a Copyhold, to which common belongs, escheats, and the lord by deed grants it, with all common appurtenant or used with it, the grantee shall have common, for it amounts to a new grant, though the ancient common was extinct. *Cro. Eliz.* 794.

And if a Copyholder has common out of the Manor, and he be enfranchised, his common still remains, for it belongs to the land. 1 *Salk.* 170.

Fifthly, by special custom, a Copyholder in fee, ^{shall take} or a Copyholder for life, who by custom names ^{Trees.} his successor, may cut down trees and sell them, at his pleasure. But a Copyholder for life, merely, cannot. 1 *Roll. Abr.* 560.

In what cases the tenant is allowed to cut timber, and where the lord has a right to cut and sell timber, and where he has not, is more fully entered into in the title forfeiture, under which head, the subject seems more naturally to fall.

Sixthly, by special custom, the lord may ap- ^{Lord may} point a guardian to the infant heir of his Copy- ^{appoint a} holder, or give the custody to his bailiff, who ^{Guardian.} shall render an account, and if the Copyholder be a lunatic, the lord may, by virtue of such custom, appoint a guardian or committe of his customary lands. *Kit.* 103. *Hob.* 215.

By

By custom, the heir at the age of fourteen years may chuse a guardian for himself. *Kit.* 103.—But if there be no special custom in the Manor for it, his *procchein amy* shall be a guardian to him.

This custom of appointing a guardian or committe, though it certainly is a special custom, and in those Manors where it has not prevailed, the lord has no such power, yet it may be observed, that the custom does, in point of fact, exist in *very many* manors, and almost sufficiently so to rank it among the general customs.

These are the principal of special customs. There are no doubt, *very many* others, but for them we must search into the records of individual Manors.

What shall be said to be a pursuance of the Custom.

It hath been adjudged that if the custom of a Manor be, that the lord may demise the Copyholds in fee, he may demise them for life, years, or at will; for these estates are included within a fee, which is the greater. Also, if the custom of the Manor be that the lord may *solummodo*, demise his Copyhold land in fee, yet he may demise it for life, years, or in tail, though there were never any such estates made before, for the word *solummodo* is not to be taken so strictly to restrain the lord from this liberty, which the law gives him upon the general custom, but that he had *solummodo*, to grant in fee, which does not
take

take away the liberty which the law gives. *Micb.*
37. *Eliz. B. R. Staunton and Barnes.*

If customary land hath been of ancient time grantable in fee, and of late time for the space of forty years, the same hath been granted for life only, yet the lord may, if he please, resort to his ancient custom, and grant it in fee. *Easter,*
29 *Eliz. Kemp and Carter,* in the Common Pleas. And it was also adjudged in the same case, that if customary land within a Manor, which hath been grantable in fee, escheats to the lord, he may grant the same to another for life; for the custom which enables him to grant in fee, shall enable him to grant for life, and after the death of the tenant for life, the lord may grant the same again in fee, for the grant for life was not any interruption of the custom.

If there be a custom to grant Copyholds to two or three for their lives, and the life of the survivor to hold separately in succession, *et non aliter*, the lord may grant to one and his assigns, to hold for the lives of three persons, and the life of the survivor, and notwithstanding he may be intitled, by the custom of the Manor, to an heriot on the death of every such person, successively dying seized. *Smartle v. Perballow. Lord Raymond's Rep. 994.*

CHAPTER VII.

Of the Lord and Steward, and of their Authority.

FIRST OF THE LORD.

MANORS, as it was observed in a former chapter, were originally granted by the King, to the lords and great barons of the realm, and such only as sat in the upper house of parliament. But they were afterwards granted out to inferior persons, who still retained the title of lords, and are at this day not only in the hands of individuals, possessing no degree of rank, or eminence, whatever, but are also and not unfrequently held and enjoyed by corporate bodies, either civil or ecclesiastical, and sometimes by women, who by the same courtesy that men are, now called lords of Manors, are called *feme seignioresse*s, or ladies of Manors.

The Law respects neither the quality of the person of the lord, nor the quantity of his estate; as in voluntary grants made by himself, if he be an infant,
or

an ideot, or a lunatic, or an outlaw in a personal action, he is still capable of making a voluntary grant. And if a *feme seignioresse*, or lady of a Manor should marry, and afterwards with her husband, jointly make a voluntary grant, she and her heirs shall be bound by the grant. And the reason given by Sir *Edward Coke* is, “because
 “ the custom of the Manor is the chief basis,
 “ upon which stands the whole fabrick of the
 “ Copyhold estate; and therefore what custom
 “ doth confirm to a Copyholder, the law will
 “ ever allow, and never seek to avoid it.” *Co. Coph.* See also *Gilbert's Treatise on Tenures*.

Neither is it material, so that the interest of the lord be lawful, what is the quantity of his estate; that is to say, whether he be tenant in fee, or in tail, tenant in dower, or by the curtesy, tenant for life or years, as guardian or as tenant by statute, tenant by *elegit*, or even tenant at will; for the least of these estates is a sufficient warrant to the lord to grant any Copyhold escheated to him: And these grants shall ever bind them that have the inheritance, frank-tenement, or fee of the Manor. *Co. Coph.*

And the reason given is, that a Copyholder, upon voluntary grants, made by copy, doth not derive his estate out of the lord's estate only, for then the Copyholder's estate should cease, when the lord's interest determineth: But the life of the Copyholder's estate is the custom of the Manor;

Manor; and therefore whatsoever befallerh the lord's interest, in the Manor, be it determined by the course of time, by death, by forfeiture, or other means; yet if the lord were *legitimus dominus pro tempore*, how small soever his estate was, that is enough, for the same custom that fixeth a Copyholder instantly in his land, upon his admittance, will likewise protect and preserve his interest to the end. *Co. Copb.* But a lord by a defeasible title, cannot make voluntary grants, so as to bind him who has the right. *Co. Litt.* 58. And entry, or recovery of the Manor by the disseisee avoids. *R. popb.* 71.

Autho-
rity of the
Lord.

The authority of the lord, according to Sir *Edward Coke*, consisteth, "in punishing offences
" and misdemeanors committed within his pre-
" cincts, as non-performance of customs, breach
" of by-laws, not discharging of duties and such
" like."—Secondly, in deciding controversies arising about the title of Copyhold land lying within his bounds, and when he is sitting in his court as judge, he is considered as a chancellor, and not bound by the strict rules of law, but may redress matters in conscience, upon bill exhibited; of which Sir *Edward Coke* gives this instance, "If I surrender a Copyhold to the use
" of a stranger, upon confidence that such debts
" being by me discharged, he shall surrender
" back the Copyhold: I, upon discharge of the
" debts, demand a surrender, and he refuseth;
" at

“ at the common law I were left remediless, this
 “ being a bare confidence and no condition, but
 “ upon bill exhibited in the lord’s court, I shall
 “ be relieved; for the lord, upon proof of the
 “ matter, may seize the Copyhold and re-admit
 “ me, according to the effect of the confidence.”

Co. Coph. See also, 1 Leo. 2.

And thirdly, the lord’s authority consisteth in Admit-
 admitting tenants to their Copyhold estates, ^{ting-}
 which he may do, either upon voluntary grants,
 surrenders, and upon descents in any place he
 pleaseth, as well out of the Manor, as within it.
Co. Copyholder.—Unless indeed in those Ma-
 nors, in which there be a special custom (as in
 some there is) that all admittances, as well by
 the lord as the steward, shall be made in the court
 of the Manor.

In the Supplement to Sir *Edward Coke’s Com-
 plete Copyholder*, it is said, that the lord hath such
 an absolute interest in his Manor, that he may hold
 a court within his Manor, at what time he pleaseth:
 but is not compellable,* by his Copyholder, to hold
 or

* This must be understood to mean by action, as he cer-
 tainly is compellable by subpoena in Chancery, and the court
 will grant a mandamus to admit a surrenderee; for although
 in the case of the *King against Rennett. 2 Durnford and East,*
 197. the court refused a mandamus to admit a Copyholder
 claiming by descent, yet had no doubt but that a mandamus
 ought to be granted, to compel a lord of a Manor to admit
 a Copyholder, if a proper case were laid before them; but

or call a court, to accept of a surrender, but if he doth accept of such a surrender of his Copyholder out of court, the same is good, whether it be to his own use, or to the use of other persons; and as the lord may himself accept of a surrender out of court, so likewise may the lord himself grant new copies of the lands out of court, and such grants shall be good. But the lord himself cannot hold his own court, for any of the purposes aforesaid. *Arg. in the Case of Withers v. Iseham. Dyer 70. c. pl. 41.* But the lord himself may give authority unto others, to take surrenders to the use of others out of court, and so may his steward, or under steward, give conditions to others to take the like surrenders out of court, to other uses, which conditions shall be in the nature of a *dedimus potestatem*. By the custom also of many Manors, the lord has a right to appoint guardians to an infant Copyholder, and a committee to a lunatic, and give him the custody of his lands. And in others he has the probate of wills, and the granting letters

as the party, in that case, making the application, claimed by descent, it could answer no purpose to grant the mandamus, since he had as complete a title without admittance, as with it, against all the world, but the lord. And in the case of the *King* against the lord of the Manor of *Hendon* and *Richard Troward*, steward of the Manor, 2 *Durnford East*, 484, the court granted a mandamus to compel the lord to admit a person to whom a Copyhold was surrendered.

of

of administration of the effects of a deceased tenant: But these rights, it should seem, are solely by custom; though it is said by Lord Chief Baron Gilbert, in his *Treatise on Tenures*, that the lord may do it, *communi jure*; and the Copyholder cannot, by his last will and testament, appoint another guardian: but this has been doubted. And though the same great lawyer observes, it was resolved in the case of *Evers* and *Skinner*, *Cro. Jac.* 105, that the lord should have the custody of one, that was, *mutus et surdus*, and no custom was laid; and the question was between the *procbein amy* and the lord, and the reason given why the lord should have the custody, is, because otherwise he would be prejudiced in his rents and services, which reason extends as well where there is no custom as where there is: And if the custody of one that is *mutus et surdus*, of common right, belong to the lord, by the same reason of one that is lunatic: yet still he doubts.

The lord also may out of court, grant licence to a Copyholder, to demise or alien his Copyhold, by deed. *Co. Copb.*

OF THE STEWARD.

Of the
Steward,
his duty
and au-
thority.

“ The word steward, says Sir *Edward Coke*, is
“ derived from the words *stede* and *ward*; and so
“ any that doth supply another’s place, or that
“ is in any employment deputy to another, may,
“ according to the true sense of the word, be
“ termed a steward, as the high steward of *Eng-*
“ *land*, because the King appointeth him, in di-
“ vers matters, to exercise his place.”

A steward ought to be *fidelis, discretus, &c.*
Fleta, lib. 2. o. 66. And originally, stewards
were men of rank and eminence in the profession
of the law*, such as serjeants at law, and others.
The whole authority of the steward is derived
from the lord, for he represents the lord, and in
his absence sits as judge in court, to punish of-
fences, redress injuries, and the like. And
therefore since, saith Sir *Edward Coke*, the stew-
ard hath this measure of authority, and confi-
dence committed unto him, the lord shall do
very well to be very careful, in making choice
of his steward; for, if he be defective in any one
of these three qualities, knowledge, trust, or di-
ligence, the lord may be very much prejudiced;
and damnified: therefore *Fleta* wisely giveth the

* *Note.* That the high stewards are for the most part men
of honour, and great men by patent, and their under stew-
ards are men learned, and are appointed by them, and with
patent. *Kitchen on Courts.*

Lord

Lord this council, "*Provideat sibi dominus, de senescallo circumspetto, et fideli, et pacifico, et modesto, qui in legibus, consuetudinibusque, provinciæ, domini sui, in omnibus tueri, affectet, quique, Ballivos domini, in suis erroribus, et ambiguis, sciat instruere, et docere, quique egenis, parcere, et nec prece vel pretio, velit a tramite, justitiæ deviare, et perverse judicare.*" *Co. Copb.*

The office of a steward is a requisite in every Manor, in as much as it has been held that the lord of a Manor cannot hold his own courts, but must appoint some one his steward. *See the arguments in the case of Withers v. Ischam. Dyer's Rep. 70. before mentioned.* And the reason seems to be a good one, for in the court leet, the steward is himself the judge, and in the court baron, he is a sort of recorder, or registrar.

A steward may be retained by deed, or by parol, and a retainer by parol may be as well for a court leet, as for a court baron, and is as effectual, in points *before discharge*, as the most effectual institution by patent: for a steward thus retained, may take surrenders out of court, or make volutary admittances, or do any other act, incident to the office of a steward, as well as a steward instituted by patent. *Co. Copb.* But in the King's Manors, a steward must be by patent.

As in some cases, and on some occasions, the law respects neither the quality of the person of

the lord, nor the quantity of his estate, so it neither respects “ the imperfections of the steward’s
 “ person, or the unlawfulness of his authority :
 “ For be he an infant or *non compos mentis*, an
 “ ideot, or lunatic ; an outlaw, or an excommu-
 “ nicate, yet what things soever he performeth,
 “ as incident to his place, can never be avoided,
 “ for any such disability ; because he performeth
 “ them as judge, or at least as custom’s instru-
 “ ment.” *Co. Copb.*

The authority of the steward, it may be observed, in the absence of the lord, is much the same with that of the lord himself, and differs only in a few points.

In the court leet, the steward may take recognizances for keeping the peace. 4 *Just.* 263. 264. And he has also a power of punishing by fine, for any misbehaviour in court, as was determined in the case of the Earl of *Lincoln* versus *Fisher*, *Mo.* 470. A steward may make a deputy. *Co. Lit.* But it is of importance to him to consider whom he may entrust as his deputy ; and it is conceived that he must have a power to depute in his own appointment, for he cannot *de communi jure*, make an under steward, except in cases of necessity ; as if an office of stewardship descend unto an infant, he may make a deputy, because the law presumeth he is himself incapable to execute it. So if it be granted to an Earl, in respect of the exility of the office, in a
 base

base court, and of the dignity of the person, who is *prepositus comitatus*, and had, in ancient time, the charge and custody of the whole shire, whose attendance the law intendeth to be most necessary upon the King, and the common wealth; therefore it is implied in the law, for the conveniency, that he may make a deputy, for whom he ought to answer. *Co. Copb.*

If two are joint stewards of a Manor, by patent, and one of them holds courts and makes grants, it is sufficient. And if the clerk of a steward holds a court, and makes grants, it is likewise sufficient: For the tenants cannot examine his authority, neither need he give them an account of it. *R. Mo. 112.*

It has been held too, that if a deputy take a surrender which is not pursuant to his authority, it is nevertheless sufficient; as if he were to take a surrender in fee, and instead of that he takes a conditional surrender. *1 Leo. 289.* But the roll must be amended.

The steward, however, may not grant contrary to the command of his lord; and if he do, it is void. *Cro. El. 699.*

A steward may take a surrender out of court, even though it be to his own use, and though the steward be retained only by parol. *R. 4. Co. 30. Cro. E. 717. 2 Cro. 526.*

A steward may also, out of court, privately examine a *feme covert*, without a special custom to warrant it. *R. 2. Cro. 526.*

If a suitor, present in court, refuse to be of the jury, or make any contempt, or disobedience in the court leet, the steward may set a fine upon him, without affeering by affeerers, * which may be defined to be an enquiry into the reasonableness of the fine, but when one is amerced by the homage that shall be affeered. *Kitch.* All fines in a court leet may be assessed by the steward, and all amerciements, by the jurors. To fine, and amerce, are frequently used as synonymous terms, importing a pecuniary punishment, for an offence committed. Sir *Edward Coke* tells us, that “ Amerciament taketh its name from “ being in the lord’s mercy to be punished,

* The word *affeer* has many derivations, but the most probable one seems to be, that derived from the French word *affier*, which is the same as *affirmare*, or *confirmare*, and signifies in the common law, such as are appointed upon oath, to set the fines on those who have committed faults that are punishable arbitrarily, and have no express penalty annexed to them. In the customary of *Normandy* the word *affeerer* is expressed by the Latin *taxare*, or *estimare*, to set the value of a thing.—*See the form of the Oath in the Appendix.*

By *Magna Charta*, 9 *Hen. 3. C. 14.* It is ordained that persons are to be amerced after the manner of the fault, and the amerciements shall be assessed by the oath of honest and lawful men of the vicinage.

“ more

“ more or less, at his will and pleasure, and that
“ fines and amerciaments differ in many re-
“ spects; first, that whosoever is fined, may be
“ lawfully imprisoned. Second, that amercia-
“ ments are incident unto court barons, as well
“ as unto court leets, and fines are never inci-
“ dent to any court barons, but to court leets
“ only. Third, that amerciaments are incident
“ unto every Manor whatsoever, but fines are
“ incident to some few Manors only. Fourth,
“ that amerciaments are assurable *per pares*, but
“ fines are never assurable.” In a word, a fine
for an offence, is a punishment for that offence
by the lord or his steward in the court leet, as a
court of record, at their discretion, for such of-
fences as are committed in court, and come with-
in their knowledge and observation; but an
amerciament, is a punishment of the jurors, for
offences committed within the Manor, but not
in the court; such offences therefore, must be
first presented before they can be amerced, and
after they are amerced, before they can be re-
covered they must be assured.

A court leet is a court of record, but a court
baron is not. *See 8. Ca. 38. b.*

The steward, as judge, may assess a fine for
such offences as are within his consueance, and of
which he has the view, but not otherwise without
presentment. So that he cannot fine a tenant for

not coming to court without presentment, for it does not appear that such tenant was resident within the leet, or whether he might not have good cause of excuse. *Cro. Eliz.* 241. *Trin.* 33. *Eliz. B. R. Hall v. Turbet.* It has been held that if the jury in a court leet, after being sworn to present, refuse to make presentment according to their oaths, the steward may assess a fine upon every one of them, at his discretion, for his concealment and contempt, and that if the jury conceal any thing, that the steward may impanel another jury to inquire into the concealment. *Kitch.*

Steward
may forfeit his
office.

And lastly, the office of steward may be forfeited (for stewards were not originally removable at the mere whim and caprice of the lord) and this in three manner of ways; first, by abuser; secondly, by non user; and thirdly, by refuser. First, by abuser, as if the steward burns or destroys the court rolls or evidences of the Manor; or, if he takes a bribe to wink at any offence, or uses partiality in any cause depending before him, these, and the like abuses, will make him subject to a forfeiture. Secondly, by non user, as if the steward, by his patent, being bound to keep courts, at particular and stated times of the year, without a request to be made by the lord, omits to do it, and by his omission, or failure, the lord receives any injury or prejudice, this is
also

also a forfeiture; and thirdly, by refuser, as if the steward be bound by his patent to keep a court, upon a demand, or request, to be made by the lord, if the lord demands or requests him to keep a court, and he fails, or refuses, this is likewise a forfeiture, although the lord be not by such failure or refusal, at all prejudiced. *Co. Comp. Copb.*

who may be either freeholders of the Manor, or strangers, for if there should not be that number of resiants within the Manor, the steward has power to compel a stranger who is riding along the highway, to alight and be sworn.

The duty of the jury is to enquire of all offences committed within the Manor, against the crown and dignity of the King, under the crime of high treason. Their duty, however, it must be observed, is confined to the mere enquiry and presentment, having no power to punish; but having made their presentment to the steward, it then becomes his duty to certify it to the justices of oyer and terminer or goal delivery. Of late years, however, the power and authority of these courts have been very much abridged, and the business for the most part hath gradually devolved upon the courts of quarter sessions. And at present they content themselves with little more than appointing their own officers, such as constables, or headboroughs, tythingman, thirboroughs, ale-tasters, ale-conners, haywards, piggard, ringer, pounder, &c. &c. within the precincts of the Manor, independently of the parochial officers.

Some one or more of these officers, are appointed in most Manors; but the most usual is the constable, or headborough, or tithingman; the others are a sort of inferior officers, whose duty principally it is to assist the constable, and whose

whose duty in other respects, is in some measure pointed out, by their respective names.

These officers, when appointed, are usually sworn into their respective offices, by the steward of the court, and for the most part confirmed by the justices at the next quarter sessions.

The second court, called the view of frank-pledge, is sometimes considered as synonymous to court leet, or as a branch of the court leet; however, it is sometimes held separately by itself. Its original intent was to view the frank-pledge, that is, the freemen within the liberty: who, according to the institution of the great *Alfred*, were all mutually pledges for the good behaviour of each other. See *Blackstone's Com.* Of these pledges, the eldest or most respectable was called the headborough or chief pledge, and by some writers was supposed to have the same authority with our constable. The view of frank-pledge is however, now in total disuse, and the name only is preserved in the stile of the courts.

The court baron is the peculiar court of the lord of the Manor, and is incident, as has been before observed, to every Manor; so that every lord may keep a court baron, though every lord may not keep a court leet.

This court, which is said not to be a court of record, (*See 2 Inst.* 143.) may be kept once in every three weeks, at least, and perhaps oftener at the lord's pleasure, and is not required to be held

held as the court leets, in a certain and determined place, but in any place soever, provided it be within the precincts of the Manor; but if it be out of the Manor it is void. It has notwithstanding, however been determined, that by special custom, the lord may hold a court within one Manor for several Manors. *Co. Litt.* 58. *Cro. Car.* 367. and this is very frequently practised.—Of this court, the freeholders or suitors themselves, who are termed the homage, and not the steward, as in the court leet, are the judges, and the steward is but as the registrar. *Co. Litt.* 58.

Though it has been said, that even in these courts, the steward is judge of matters of law. The homage need not, as the jury in a court leet, consist of twelve, it will be sufficient if there be two only, but it is absolutely necessary that they be freeholders of the Manor. *Co. Coph.* 59.

Custom-ary Court. Lastly, of the customary court; for besides the court baron and other courts, a Manor has also what is called a customary court, which concerns the Copyhold tenants only, and may be held without any freeholders, though not without Copyholders or suitors. *Co. Litt.* 58. This court being generally held with the court baron, has been often mistaken for the court baron; whereas in truth they are two distinct courts. But if a Manor has a court of a double nature, that
is

is to say, a court baron, and customary court (as most Manors have) the proceedings of both may, and for the most part generally are, entered in the same roll. *Co. Litt.*

In this customary court, the lord or his steward is the judge. *Co. Litt.* 58. And this court, as well as the court baron, may be held at the pleasure of the lords, within the precincts of the Manor.

As the court leet is a court of criminal jurisdiction, the court baron and customary courts are of a civil nature, and were originally instituted for the redress of private wrongs between party and party, in which case the lord generally sat as judge, or rather as Chancellor, in as much as he was not bound to decide by the strict rules of common law, but by the equity and justice of the case.

All civil injuries, trespasses, other than those *vi et armis* debts, and other actions, when the debt or the damages were under forty shillings, might be determined in these courts. But of late years, few, if any actions of this sort, have been brought in them.

Another object of the two last mentioned courts, was for the homage to enquire and see that their lords should not lose any of their duties, services or customs, and it was their duty to attend at these courts, to do their suit and make their obedience to their lords, and to prevent every thing that might be an annoyance, or hurtful

ful to the inheritances of the lords of the Manors.
See Kitchen of Courts. 6. 7.

**Court of
Survey.**

Besides these courts, there is the court of survey, which is generally held by a lord, on his first taking possession of his Manor, the better to inform himself of the real state and value of it, the number of his tenants, and other circumstances. It would also be of service to the steward to hold a court of this sort, upon his first appointment to his office, for the same reason. There is no peculiar jurisdiction or authority in this court; but it is always held with, and considered as a branch of the before-mentioned courts.

Note, Of the mode and form of holding these courts, and of making the entries or minutes of the proceedings in the records or rolls of the court. *See the Appendix.*

CHAPTER IX.

Of Services.

TO all Copyhold property, services are necessarily incident.

A Copyholder ought to do his services to the lord, 42 *Ed.* 3. And a denial of them is, in some cases a forfeiture, as will be seen hereafter under the Chap. Forfeiture.

Services were originally divided into free and base services. The former of them consisted, according to Sir *Edward Coke*, first in render, as to pay yearly such rent ; secondly in user, as when the Lord reserved common for his cattle ; or lastly in prender, as when the lord reserved three shillings and four load of estoves for fuel, to be taken yearly in his tenants grounds.

The latter consisted in *feafance*, such as to scour the lord's ditches, tile his houses, thatch his barns, or the like.

Services were still farther divided, first into corporal services, secondly annual services, and thirdly into accidental services.

F

Corporal

Corporal
Services.

Corporal services were of two sorts, namely : services of submission, and services of profit ; the former of them consisted of homage and fealty, which were ceremonies used by tenants on their first admission to their estates, enforcing them to acknowledge themselves to become the lord's men, and binding themselves by their oaths to be faithful to the immediate lords for the lands they hold of them.

The latter, or services of profit, such as were either tending to the public profit of the common weal, as repairing highways and bridges, or such as tended to the private profit of the lord, such as being the lord's carver, butler or brewer, or to pale the lord's parks, tile his houses and such like. *Co. Copyholder.*

Annual
services.

Annual services consisted principally, if not wholly, in paying rent, &c.

Acciden-
tal servi-
ces.

But the accidental services differ from the other services, as being services incident to the fee, and due without any special reservation.

There are now remaining some rare instances of the base services, such as in some few parts of the kingdom, tenants being obliged to reap the lord's corn, &c. a certain number of days in the harvest, usually called due days, and being obliged to plough the lord's lands so many days in the year and some few others. But for the most part, the base services, perhaps more from the spirit of the times, rather than from any positive

sitive law, have dwindled into mere form. And perhaps upon investigation, it may turn out, that of those which remain at this day, many of them have been upon special reservation; services, therefore at this period of time, are reduced to a very narrow compass, and consist principally of fealty and suit of court, and in payment of rents, reliefs and heriots.

FEALTY.

Before the abolition of the military tenures, Fealty, by statute 12. *Car. 2.* *Homage as well as Fealty*, was a regular service; it being invented for tenants by knights service, and such as were bound by their tenure to attend their lords in the wars. But fealty was primarily devised for tenants in socage, and such as were bound by their tenure to manure the lord's grounds, and carefully to discharge all rural affairs. *Co. Copyhold.*

Fealty, which is probably derived from the french word *feal*, trusty, signifieth the oath taken at the admittance of every tenant as well freeholder, as copyholder, to be true to the lord of whom he holdeth. And fealty must be done by the tenant in person: for he cannot swear by attorney. 9 *Co.* 76. *Co. L.* 68. But the steward may take fealty for the lord. *Lit. S.* 92. And indeed for the most part, the oath of fealty is administered to the tenant by the steward, at the time of his admittance, though it is in the power

of the steward to respite the doing fealty, in the case of an infant, or a tenant who is admitted by attorney or one admitted in reversion, &c. till they can come personally into the court and take the oath.

SUIT OF COURT.

Suit of
court.

Every copyholder is bound to do suit of court, that is to say, to attend the lord's court and to be of the homage, &c. And this he ought to do in person, and not by attorney. 1 *Leo.* 104.

A freeman may do suit at the lord's court, but by statute 52 *Hen.* 3. 9. A freeman shall not be distrained to do suit, if he is not bound to do it by feoffment or prescription. And by the same statute, if land which ought to do suit descends to parceners, she who has the part of the eldest shall do suit for all. And join-tenants and tenants in common shall do but one suit.

Tenant by the curtesy, as also a woman may do suit at a court baron. 2 *Inst.* 119. But where the free suitors are judges, a woman shall not be judge there. *Ibid.*

But tenant in dower shall not, if the heir has sufficient to be distrained for it, in the same county. *F. N. B.* 159. This however must be understood to be dower at the common law, where the widow takes her third, which she shall hold of the heir, who is in such case tenant to the lord and must do the suit, but where the widow
takes

takes the whole, it seems that she shall hold of the lord and not of the heir, and must therefore do suit. See *Gilb. Ten.* 1 *Edit.* p. 160. 2 *Edit.* p. 173.

If the tenant refuse this suit service, the lord ^{Remedy} may distrain. 2 *Inst.* 118. In some cases too it is a ^{for suit} forfeiture of his estate as will be seen in chapter. Title *Forfeiture*.

A copyholder shall also render his rent, which ^{Rent.} signifies a *compensation or return*, it being in the nature of an acknowledgment given for the possession of some corporeal inheritance. It must be an annual profit, though it need not issue every successive year, nor is there any occasion that it should be always though it usually is of money, but may be of corn and other matters. *Co. Lit.* 144, 142.

There are several species of rents. But those only there is occasion here to notice, are rent service and rents of assize.

Rent service is so called, because it hath some ^{Rent ser-} corporal service incident to it, as fealty, or the ^{vice.} feudal oath of fidelity. *Co. Lit.* 142.

Rents of assize are the certain established rents ^{Rents of} of the freeholders and ancient Copyholders of ^{assize.} a Manor, which cannot be departed from or varied.

Those paid by the freeholders are frequently termed chief rents and both of them generally denominated quit rents.

Remedy The remedy for recovering these rents, is by distress, and the statute 4 *Geo* 2. c. 28. gives the same remedy by distress, as in case of rents reserved upon lease.

Besides which, if the tenant refuses his rent, it is a forfeiture. 1 *Roll* 506.

If the copyhold comes to the lord by escheat, he may make a grant of it, rendering a greater rent. But if the lord upon surrender makes an admittance rendering a greater rent, such reservation will be void. 2 *Roll*. 236.

Relief. Relief is a certain sum of money, which every freeholder payeth unto his lord being at full age at the death of his ancestor. *Co Copyhold*.

There are two sorts of relief—The one by service, the other by custom. That by service is paid on the death of any freeholder. That by custom is paid upon the death, change or alienation of any freehold, according to the custom of the place; in some half a year's profit, in many places, a whole year's profit. *Co Copb*.

Reliefs are paid by the freeholders only of a Manor, and not by copyholders. They are incident to the fee and are due without either special reservation or custom. *Co. Copb*.

Although reliefs have generally been ranked as services, Sir *Martin Wright* in his introduction to the law of tenures, says they were not services, but fruits of feudal tenure, and he differs from Sir *Edward Coke*, in supposing them to have been certain at the common law, but were originally uncertain

uncertain, and were no doubt, on that account, considered as one of the greatest grievances of tenure, in as much as an unreasonable relief did in consequence amount to a disinherison of the heir. In the statute of 12 of *Charles* the second, for taking away the courts of wards and liveries, &c. there is an express exception of fines for alienation due by particular customs of particular Manors and places.

Being thus considered as a badge of slavery, they have gradually worn away, and are now pretty generally fallen into disuse, except in some few Manors: and in those, they are for the most part compounded for, by payment of a double quit rent.*

For the relief, the lord shall distrain, and shall not have debt for it; but his executor or administrator shall have debt for it, and not distrain. Remedy for recovery of the same.
Co. Lit. 83.

HERIOT.

Heriot or harriot, saith *Sir Edward Coke* cometh of the latin word *herus dominus*, because it is a duty appropriated to the lord; or it is derived from the saxon word, *here, exercitus*: because in the Saxons time, when the name of Heriot Origin of heriot.

* By the laws of *William* the conqueror, cap. 40. Those who held lands at a stipulated rent, were to pay for a relief so much as the annual rent amounted to, i. e. were for that year to double it. See *Wrights Tenures*, cap. 2. p. 104-5. *Bacon* on Government, p. 1. p. 91.

was first known, heriot signified nothing else, but a tribute given to the lord for his better preparation towards war, as a horse trapped, or a spear, or armour, or a sword, or some such like military weapon. And while tenures continued to be military, and for life only ; and the arms, weapons, and warhorse of the tenant upon his death, went together with the land, to the lord, being due to him, as having been purchased, out of the profits of the land, or as having been originally granted by the lord for the public defence, and therefore belonged to the lord that he might bestow them, on the succeeding tenant for the like service : but when the feud became inheritable, the reason of the heriot ceased, and then the arms, &c. went to the heir, who succeeded to the land : yet, in some Manors, the custom of the heriot was, by particular agreement retained, or the lord reserved it as a parcel of his tenure, and though originally the heriot was the best horse, yet in time it came to be the best beast ; for the tenants, in order to disappoint their lord, would often sell their arms and horses, and then of necessity, a law was made, that the lord might take the best beast in lieu of them : and so the heriot came to be esteemed the best beast ever after ; and as it arose by custom or tenure, after the feud became inheritable ; hence we find in some Manors a custom of paying it in goods, and in some in money. See *Bre. Abr.*

Heriots

Heriots are due in three several ways, first by custom, secondly by tenure (which is called heriot service) or thirdly by reservation, or deeds executed within time of memory. But those by custom are the most usual.

An heriot may be due by the custom of a Ma- Heriot by
nor upon the death of every tenant of an estate of custom
inheritance, if he dies his tenant (though he does
not die seized) and upon the determination of
an estate for life though the estate has not conti-
nuance afterwards. And by custom it may be
due upon the surrender or alienation of the tenant.
And on the death of some tenants, though not
on the death of others in the same Manor. *Kit.*
134. *Bro Tit. Heriot.* 1. 5.

By custom also an heriot may be due upon the
death of the head of a body politic. *Dr. Long's*
case, 5 *Ed.* 4. 726.*

If a man dies tenant of several heriotable tene-
ments, he shall pay several heriots, and if a te-
nant enfeoffs, several parts of his heriotable lands,
each shall after pay an heriot. *Kit.* 134. & *Co.*
1. 2.

* On the death of the provost of Worcester, a heriot is
due to the president and scholars of St. Mary Magdalen
college, Oxford, for a Copyhold estate held of that society
at Whitfield in the Manor of Syresham, in Northampton-
shire ; and many other might be mentioned.

An

An heriot shall be paid before a mortuary, and even though a testator devises all his goods. *Co. Lit.* 185.

But if an heriot be due upon the death of every tenant, and the land be granted to joint tenants, no heriot shall be paid till the death of all the joint tenants without a special custom, for they all make in law but one tenant. *Bro. Tit. Heriot.* 4.

No heriot shall, it is said, be paid by a *feme covert*, if she dies tenant of heriotable land, for she has no goods. If a Copyholder for life, on whose death the lord is entitled to an heriot, becomes a bankrupt, and the Copyhold is assigned to the creditors, this transmutation of the tenant by act of parliament, shall not work a prejudice to the lord; but on the death of the Copyholder he shall have an heriot. *Salk.* 189. But the lord shall not have an heriot upon the death of the assignee, but on the death of the bankrupt. The lord indeed must admit the assignee: but upon the death of the tenant bankrupt, the lord shall have his heriot to which he is entitled by the original admission of his tenant, and which is saved by the statute 2 *Lord Raym.* 1002 *Penballow and Smartle.*

Heriot
service

Heriot service is of the nature of a rent, and therefore shall go with the reversion to the heir, or to the grantee of the reversion. 2 *Sand* 166.

Heriot

Heriot service it has been said, is due only upon the death of a tenant in fee. But it may be reserved upon lease for life, after the death of tenant for life. *Lut.* 1367. And if a lease be to *A.* for life, remainder to *B.* for life, remainder to *C.* for life, an heriot may be reserved after the death of each of them. 2 *Sand.* 167. And on the tenant's aliening part, the heriots shall be multiplied. *Fitz. Heriot.* 1.

If the tenant had no beasts at his death, it has been held that no heriot is due. *Hob.* 176.

Neither is any heriot due of the goods of cestinque trust, but of him who has the legal estate. 1 *Vent.* 441.

Heriots by reservation on deeds, differ not very materially from those by tenure or heriot service, except only in the mode of taking them. Heriots
by reservation.

By the death of the tenant, the property of an heriot due by custom, is vested in the lord immediately: and he may seize though he may not distrain for it. *Kel.* 82, 84. per *Holt* *Sho.* 81. 1 *Sal.* 356. *Bro. Tit. Heriot.* 2, 6, 7. Remedy
for recovery of
each.

But he cannot seize the beast of another: and if an heriot be eloiigned, so that the lord cannot seize, he may have his action against him who detains it, because the property was vested in him. *Cro. Car.* 260. *Bro. Heriot.* 6. 9.

Though the heriot shall be the best beast, yet the lord shall have that which he chooses for the best, although it be the worst. But having made

made his election, he must be content with it, and cannot afterwards seize another. *Hob.* 60. *Bro. Heriot.* 11.

The property of an heriot service is not vested in the lord till distress or seizure. 8 *H.* 7, 10, 6. And for heriot service it has been adjudged, that a lord may either seize or distrain. *Cro. Eliz.* 589. *Moor* 540. But he can only seize the very beast of the tenant himself though he may distrain any man's beasts which are upon the land, and retain them until the heriot is paid, but if he distrains, it must be within the Manor. *Cro. Car.* 60, 3 *Mod.* 231. *Lord Raym.* 169.

So an heriot due by reservation may be seized or distrained; but it has been held, that upon a reservation of an heriot, the beast of another cannot be distrained, neither can there be a seizure of an heriot by reservation out of the Manor, though there may be of an heriot service. 3 *Mod.* 231. *Sko.* 81.

OF ESCHEAT.

What it is. Sir *Edward Coke* ranks escheats among the services, and he derives the word escheat from the french word *eschear excidere*, and termed *ex-cadentie*, which imports lands fallen into the lord's hand for want of heir general or special to inherit them.

There

There can be no escheat, but *pro defectu tenantis*. Sir George Sands case. *Mich. 20. Car. 2.*

Before the lord can enter for an escheat, it ought to be presented by the homage, and after it is presented, proclamations should be made for the heir to come in and be admitted: when the proclamations are out, the homage then intitle the lord as to lands escheated. *Co. Copb.*

Where a freeholder committeth felony, and is attainted, the King shall have *annum, diem, et vas-*
tum, and then it cometh unto the lord as an escheat. *Ibid.*

OF WAIFS AND ESTRAYS.

As fruits of tenure, it may not be improper, in this place to speak of waifs and estrays.

Waifs, from the Saxon word, *wafare*, are Waifs. goods which are stolen, and waived, or left by the felon on his being pursued for fear of being apprehended, which are forfeited to the King or the lord of the Manor. *Kit. 81.*

Waifs and strays are said to be *nullius in bonis*, and therefore they belong to the lord of the franchise where found. *Britton. cap 17.*

Estray, from the French word *estrayer*, signi- Estray.
fies any beast that is not wild, found within any lordship, and not owned by any man: for in this case, it being cried according to law in
the

the market towns adjoining, if it be not claimed by the owner in a year and day it is the lord's of the soil. *Britton. cap. 17.*

In the proclamation, it ought to be shewn of what kind the estray is, as sheep, horse, &c. and ought to mention the name of the seizor, that the owner may know, where to resort for his cattle. *Easter 5 Jac. Taylor v. James. 2 Roll. Abr. 92. M. p. 3. Noy. 144. Godb. 150.*

The lord cannot ride an horse that is an estray, neither can he work an ox. *Yelv. 96. Hil. 5 Jac. Bagshaw v. Gaward and 12 Rep. 100.*

If the owner tender the lord amends for the keeping, the lord must return the cattle. And the lord ought to make a demand of what the amends ought to be for the keeping, and then if the party thinks the demand unreasonable, he ought to tender sufficient amends, but if he tender insufficient amends, the lord ought to take issue, and let the jury settle what the keeping it is worth. *per Holt. C. J.*

The whole of the military tenures were destroyed by the statute 12 *Charles 2. cap. 24.* Which enacts that the court of wards and liveries, and all wardships, liveries, primers, seissins and afterlemains values and forfeitures of marriage by reason of any tenure of the King, or others, be totally taken away. And that all fines for alienations, tenures by
homage

homage, knights service and escuage, and also aids for marrying the daughter or knighting the son, and all tenures of the King in capite be likewise taken away. And that all sorts of tenures held of the King or others, be turned into free and common socage, save only tenures in Frankalmoign, Copyholds. and the honorary services, without the slavery of grand serjeanty.

CHAPTER X.

Of Fines payable by Copyholders.

A Fine, according to Sir *Edward Coke*, is a sum of money paid to the lord of a Manor, for an income into any lands or tenements, and in some Manors fines are certain, in some uncertain. *Co. Copb.*

By general custom, fines are only payable on admittances. By special custom, indeed, they may be due on every change of the tenant, whether by the act of God, or the act of the party, and on every change of the lord, by act of God only. *Bac. Abr.* But without this special custom, they are due only upon admittance, for admittance is said to be the cause of the fine, and the admittance only of the parties it is that intitles the lord to the fine. 4 *Rep.* 28. *Sands* case and *Bacon's* case; and by *Wilmot, C. J.* fines are the consequences of admission. See *Sulyard v. Preston, Easter 9. Geo. III.* There are however, some Manors in which it is not customary to pay any fine on the admission of an heir

heir at law, or one who succeeds by descent. See 3. *Durnford and East*. 162 *Doe ex demise Tarrant v. Hillier*.

All fines, whether certain or incertain, must be reasonable; and if the lord insists upon an extravagant fine, he shall be restrained to what is reasonable, even though the fine is arbitrary and incertain: as where a lord having demanded ten or twelve years value of the land, the court decreed him only two. 2 *Chan. Report* 134. And if the fine demanded be unreasonable, the Copyholder is not obliged to pay it, and though he himself only thinks it unreasonable, and afterwards it is adjudged reasonable, yet it is no forfeiture, because it is a matter of controversy. 4 *Roll. Abr.* 505. 13. R. 2.

A single Copyholder is not relievable in equity for an excessive fine: in regard to the fine insisted to be excessive, ought to be tried by a jury, before whom all depositions, touching the unreasonableness thereof, would be proper evidence; though his lordship (the Lord Chancellor *King*) admitted that a bill might lie, in order to settle a general fine to be paid by all the Copyhold tenants of a Manor to prevent a multiplicity of suits. 3 *P. Williams* 156.

Two years full value of the estate, is the utmost length to which lords have ever been allowed to go by the courts, in assessing fines, on a descent of a Copyhold; and one year only is

What has been held to be a reasonable fine.

G

generally

generally taken on an admittance upon a surrender. Two years have been held to be unreasonable. 2 *Bulst.* 32.

In the 29th of *Charles* the Second, Lord *Nottingham* held that two years value was a reasonable fine; and from that time to the present, the idea of two years value being a reasonable fine, has prevailed uniformly; and the adhering to this rule has been a matter of great convenience, though it cannot be said to be a matter of strict justice, *per* Lord *Loughborough* in the case of *Grant* and *Astle*. See the note to that case, in the last edition of *Mr. Douglas's Reports*.—And in the same case, his lordship went on to observe, that it seemed much better for the interest of Copyhold tenants, and for the public advantage, that the fine to be paid upon the renewal of a Copyhold estate, should be strictly kept to that sum, which has subsisted now above a century, namely, two years improved value, without any deduction, except for quit rents, which can hardly be called a deduction, for the lord must allow that which he has received, or is to receive.

Quit
rents to
be de-
ducted.

Shall be
of the
improved
value.

Fines shall be estimated according to the present improved yearly value of the estate, and not according to the rent under a lease then subsisting by licence from the lord. See the case of *Halton against Hassell*, *Easter*, 9 *Geo. II. Stra.* 1042.

In

- In the before mentioned case of *Grant and Affle, Lord Loughborough*, with the whole court, ^{Land tax not to be deducted.} decided that the lord of a Manor is not bound to make any deduction for the land tax, out of a fine—and upon the following grounds.—“ In
“ the first place the land tax is annual, and how-
“ ever probable its continuance may be, there
“ can be no legal presumption as to the future
“ intentions of the legislature, and there can be
“ no deduction, by anticipation of an uncertain
“ future burthen.”

“ In the second place, the tax, though com-
“ monly called a tax upon land, is not in its na-
“ ture, a charge upon the land; it is a tax upon
“ the faculties of men, estimated first according
“ to their personal estate; secondly, by the
“ offices they hold, and lastly, by the land in
“ their occupation. The land is but the mea-
“ sure by which the faculties of the person taxed
“ are estimated; and where it is intended by the
“ legislature that the burthen should not ulti-
“ mately rest upon the person charged, a power
“ of deducting is given him by the act, as in
“ the case of rents and other certain outgoings.
“ But no deduction is allowed for fines, which
“ are uncertain.”

“ In the last place, this claim * being new, and
“ there being no precedent nor instance to support

* A deduction of the land tax.

“ it, the usage of almost a century is a strong proof
 “ that no such deduction ought to be made, and
 “ amounts to a contemporary and permanent
 “ exposition of the land tax acts, in favour of
 “ the lord.”

Fines to
 be assessed
 sepa-
 rately.

It has been resolved, that where a Copyholder has several Copyhold lands or tenements held by several services, that the lord ought to assess and demand the fines severally for each parcel, which is so severally held : For the tenant may refuse to pay the fine for one parcel, and forfeit that, but pay the fines for others ; and as it was agreed in *Taverner's* case, in *Coke's Reports*, every several tenure, has a several condition in law *tacite* annexed to it ; and therefore the lord ought, for every several tenure, to assess and demand a several fine ; so if all the said several Copyholds, are surrendered to the use of another, and his heirs, and the lord admits him, *tenendum per antiqua servitia inde prius debita, et de jure consueta*, there, as it was also resolved in *Taverner's* case, the tenures are several, and therefore the fines ought to be severally assessed and demanded ; and it should be observed, that the tenures are still several, although the parcels shall be all put into one and the same copy.

At what
 time the
 fine is
 payable.

No fine is due, either upon a descent or surrender, till the time of admittance, as that, as was before observed, is the cause of the fine, and intitles the lord to it. And in *Sandes's* case, it was said,

said, by *Popham*, chief justice, it was so adjudged; and if after, the tenant denies to pay the fine, it is a forfeiture. *4 Co. Rep.* But this must be intended of a reasonable fine, for it should seem, by the before mentioned authority of *Grant v. Aste*, and other authorities, that a refusal to pay an unreasonable fine is no forfeiture.

Where the fine is uncertain, if the lord assesses even a reasonable fine and requires the Copyholder to pay it immediately, the Copyholder is not bound to pay it immediately, but shall have convenient time to pay it in. *4 Co. Rep.*

In general, fines are payable by all Copyhold tenants on their admission to their Copyhold estates, whether upon descent or surrender, but there are cases, where after a surrender, no new admittance is necessary, and therefore no fine can be due. As if a Copyholder in fee, surrenders to the use of one for life, and the tenant for life dies, he may enter without any new admittance or paying any fine, for he has his old estate in him *Rol. Abr. 505. and Co. Copb.*

By whom
fines are
payable.

And there are also cases where only one fine shall be paid, though there shall be several limitations of the estate. As if a Copyholder in fee surrenders to the use of one for life, remainder to another in fee, by this, but one fine is due; for the particular estates and the remainders are but one estate, and the remainder man is in fact admitted. *Rol. Abr. 505. See also 1 Burr.*

But this fine must be assessed for the whole estate, for if a fine be assessed only for a particular estate, the lord is entitled to have another, and the remainder man must be admitted. *Blackburn v. Graves*, 1 *Mod.* 120. The usual mode is to assess and demand a fine for each particular estate, on the admittance of each respective tenant becoming entitled. 1 *Vent.* 160.

The fine may be assessed on the admission of the particular tenant, and proportioned to the interests of the several claimants, who may pay their shares on coming into possession. See the arguments in the case of the *Earl of Bath v. Abney*. 1 *Burrow*. But on a surrender of a remainder, to a person to whom it was not originally limited, that person must be admitted and pay a fine, for though the admission of the particular tenant, was that of the original remainder man, it was not of the purchaser, and the remainder is a tenement as well as an estate in possession. *Bro. Ten.* 107. *Cro. Jac.* 31. *Vin. Copyhold*. And the same doctrine holds equally as to reversions, *Dyer* 137.

If tenant for life, and he in remainder, join in a grant of their Copyhold, but one fine is due; for if a surrender be made, and after recovery is had by plaint, in nature of a writ of entry in the post, for the better assurance, &c, but one fine is due. 3 *Leon.* 9.

It is laid down by Sir *Edward Coke*, that tenant in dower, or by the curtesy of Copyhold lands in such Manors, where the custom allows of such estates, shall, upon their admission, pay a fine. *Co. Copb.* 154. 155.

Upon the admittance however of a *feme* to her widow's estate by the custom, it has been held that no fine is due to the lord. *Remington. v. Cole. Noy 29. Hil. 15. Jac. C. B.*

Sir *Edward Coke*, and Lord Chief Baron *Gilbert*, in his Treatise on Tenures, surely must be considered as speaking of dower, at the common law, for there has been no decision in favour of the opinion, that a *feme* should pay a fine for her admittance to her widow's estate or free bench, and the general custom of Manors through the kingdom, it is apprehended, will be found to be otherwise. The interest of the widow is only a continuation of the estate of her husband, and the free bench has been adjudged to be an excrescence, or branch of the husband's estate. See *Hob. 181. 1 Burr. 209 and 214. and Watkins on Descents.*

If there be a custom for Copyhold lands to be extended, the extender, on his admittance, shall pay a fine. *Co. Copb.*

Where a surrender is made to the use of two or more persons jointly, one fine only is due, for they are all but one tenant. And if there be two joint tenants of Copyhold lands, and the one

dies, the survivor shall have all, without admittance or paying a fine. *Kitch.* 122. *Co. Copb.* and 2 *Wils.* 162. Co-parceners shall also pay but one fine, for they likewise are considered but as one tenant. *See Litt. S.* 241. *Co. Litt.* 163, *Bro. Co-parcener* 3. Yet when one co-parcener dies, the other co-parcener, or heir of the deceased co-parcener, shall be admitted and pay their fines. *See Calthorpe* 64, *Co. Litt.* 185. *Co. Copb. S.* 56.

Tenants in common, however, shall be severally admitted, and pay several fines, they having several estates. 1 *P. Wms.* 21, 1 *Lord Raymond*, 631.—It is to be observed, that the person having the legal estate is the only person to be admitted, though one having an equitable interest, may devise it by will, and even if it be without a surrender it will be good. 1 *Atk.* 388, 390. 2 *Atk.* 38, 3 *Atk.* 75.

If the Copyhold lands of a bankrupt be sold, according to the statute of the 13th of *Elizabeth*, chapter 7, the vendee shall be admitted and pay a fine, *Co. Copb.* 155. The lord is also entitled to a fine for the admission of the assignees: But to avoid which, it was recommended by Lord *Hardwicke* to ———— commissioners of bankrupts (to whom it has been held that Copyhold lands pass by bargain and sale) to except Copyholds out of the deed of assignment, that when a purchaser might be found, the commissioners
may

may convey to him in the first instance. See 1 *Atkins, Drury v. Mann*, 95.

Fines on alienations due by the custom of some particular Manors, are excepted out of the statute of the 12th Car. 2. c. 24, which takes away fines for alienations.

If a Copyholder refuses payment of the fine, ^{What re-} an action of debt lies against him. 1 *Sid.* 58. ^{Or remedy for} the lord may enter for a forfeiture, *quousque*. ^{the reco-} And ^{very of} in a very recent case, *Whitfield versus Hunt*, in ^{fines,} the *King's-Bench*, *Hilary*, 24 *George* the third, it was decided, that *assumpsit* will lie for non payment of a Copyhold fine: And Mr. Justice *Buller*, in that case said, it had been expressly decided that a general *indebitatus assumpsit*, will lie for Copyhold fines, in the case of the Duke of *Devonshire* versus *Craddock*, in the Common Pleas. *Hil.* 27. *George* 2d. See also 3 *Burr.* 1717.

In the case of infants and *feme covert*s for the more easy recovery of their fines for the lords, and to exempt them from forfeiture of their Copyhold estates in particular cases, with a variety of provisions, the act of the ninth of his late Majesty was passed, a copy of which is added in the appendix.

It must here be observed, that in treating thus of fines on Copyhold estates, almost all the books and authorities consider them as Copyhold estates of inheritance: But in a multiplicity of Manors within the kingdom, Copyhold estates
are

are granted by the lords, sometimes for two, and sometimes for three lives successively: And in those Manors the lords have been accustomed to take fines, for the putting in fresh lives, on the decease of the former lives, in different proportions. When the tenure has been for two lives only, on the death of one life, they have taken six and sometimes as far as seven years, or even more for putting in a fresh life. And when the tenure has been for three lives, they have taken in case of the death of one of the three, one year and three quarters purchase, sometimes two years, and sometimes more, and for two fresh lives, six years, or more, according to the age of the remaining life. And for the exchange of one life for another, three quarters of a year, one whole year, and sometimes more, according to the age of the life to be exchanged.

In all these cases, it does not appear that the lord is any way restrained as to the value of the fine, but may demand what he pleases; and the only alternative left to the tenant is to pay the fine, or let the estate fall in.

The above ratio for the purchase of lives, is supposed to be in general very moderate, for many lords of Manors are known to take much more.

CHAPTER XI.

Forfeiture.

SIR Edward Coke says, that, " Forfeiture
" cometh of the French word *forfait*, *Scelus*;
" *quia scelerum et delictorum perpetratio est foris-*
" *facturarum causa et origo.* In our language it
" signifieth the effect of transgressing, rather
" than the transgression itself: I mean it signi-
" fieth the penalty for the offence committed ra-
" ther than the act itself whereby the offence it-
" self is perpetrated; and it extendeth both unto
" lands and unto goods: unto lands both Copy-
" hold and freehold." *Co. Copb.*

Copyhold estates may be forfeited in a variety of ways; such as for non-attendance at the lord's courts; refusing to do suit and service, and being sworn of the homage; refusing to pay rent; for making of leases, or disposing of his estate without licence from the lord; by committing waste, and lastly, by committing treason or felony, &c.

In

To whom
forfeited.

In all these instances, the estate is forfeited to the lord, even for high treason, except where it is taken away by the express words of an act of parliament. 2 Vent. 39. And upon attainder, his estate is absolutely determined, for he cannot afterwards be of the homage, nor take a surrender out of court. 2 Jon. 190.

The lord for the time being, even if he be only lessee for years of a Manor, shall take advantage of the forfeiture committed by a Copyholder, for he is *dominus pro tempore*. 1 Rol. 509.

And indeed, a forfeiture of a Copyhold estate can only be taken advantage of by him who is lord at the time, of the forfeiture, except in those cases where the act of forfeiture destroys the estate, *Tarrant versus Hillier. Term. Rep. Easter 29. G. 3.*

But the succeeding lord shall not have any advantage of forfeiture by waste done by a Copyholder in the time of the preceding lord. 2 Sid, *Chamberlain and Drake. Cro. Jac. 301.*

If a Copyholder, tenant for life, forfeits, the lord shall take advantage, and not be in remainder. 1 Rol. 500.

Forfeiture by non-attendance at Court, and withholding suit and service.

A Copyhold estate may be forfeited for the non-attendance of the tenant at the lord's courts, and for refusing, or withholding, his suit and service. If a Copyholder, being duly summoned, refuses to appear in court, and do his suit and service, it is a forfeiture; because, without an attendance

attendance of tenants, there can be no court. It has been a matter of doubt whether a general notice within the parish was sufficient, but it certainly is not, and there must be a personal summons to induce a forfeiture. *Mod.* 350. *Cro. Eliz.* 505. But if he be prevented coming by sickness, or by being in debt, and in fear of being arrested, or is a bankrupt and keeps his house, then his default is no forfeiture. Or if he was attending upon some great office. *Co. Cepb.* 1 *Leo.* 104.

If a Copyholder, being in court, refuses to be sworn on the homage, it is likewise a forfeiture. *Mod.* 350.

If the jury or homage, refuse to present the articles, according to their oath, this is a forfeiture of their Copyholds. *Dyer* 211.

By special custom, if the heir, or he to whose use a surrender is made, does not come to be admitted on three proclamations made at three several courts, it is a forfeiture. 1 *Rol.* 568.

The Lord of a Manor may seize a Copyhold estate as forfeited, *pro defectu tenentis*, where the heir does not come in to be admitted. 1 *Rol.* 568. But it has been held that he cannot do it without a custom. See the case of *Tarrant* versus *Hillier*, before cited. *Term Reports*, Easter 29 G. 3. In such cases, Lord *Kenyon* said, the lord has only a right to enter into possession to satisfy himself for
the

the injury he sustains for want of a tenant: He can only retain the possession *quousque*.

If a Copyholder will swear in court, that he is none of the lord's Copyholder, this is a forfeiture *ipso facto*. *Co. Copb.*

Forfeiture by non-payment of rent.

A Copyhold estate may also be forfeited for non-payment of rent. Non-payment at the day is no forfeiture, without a refusal. But if a Copyholder be to pay a certain rent yearly, and the lord comes upon the land and demands his rent at the day, and the Copyholder being present, refuses to pay it, this is a forfeiture. *Rol. Abr.* 506.

Sir Edward Coke says, that if the lord demand the rent of his Copyholder, and he saith that he wanteth money to discharge the rent, and therefore intreateth the lord to forbear, until he be better provided; unless the lord giveth his consent, this non-payment is a forfeiture, *ipso facto*. And that if the lord continueth in making a demand upon the ground, and the Copyholder is still absent, this continual denial in law, amounteth to a denial in fact, and maketh the Copyholder's estate subject to a forfeiture without presentment. But these points have been since contradicted by solemn resolutions: for in the first instance, the designing to pay signifies the continuance of his will and is no refusal, and in the second, a denial at law cannot amount to a wilful refusal. *See Rol. Abr.* 506. *Cro. E.* 350, 505.

If

If a Copyholder makes a lease for years, not warranted by the custom, and without licence from the lord, this is a forfeiture; though such lease is good against every body but the lord. *Moor* 184. *Salk.* 186. Forfeiture in making leases, or disposing of his Copyhold.

Also if a Copyholder makes a lease for years by parol, to commence *in futuro*, this is a forfeiture, because of the unlawful contract to the lord's disherison. *Rol. Abr.* 507. But a lease that will amount to a forfeiture ought to have a certain beginning and certain end, or else the lease is void, and carries but an estate at will, which is no forfeiture. *Bulst.* 189.

By the general custom of Manors, Copyholders are allowed to lease for one year only, and it ought to be in *presenti*, for he cannot make another lease in reversion, or any other lease which may continue for more than one year immediately, and not to commence at a day to come without being a forfeiture. *Moore* 58. *Jones* 249.

If a Copyholder takes upon him to convey his Copyhold to a stranger, it is a determination of his will, and consequently a forfeiture. *Co. Litt.*

If a Copyholder maketh a bargain and sale of his Copyhold, and it is not inrolled according to the statute, this is no forfeiture, no more than a feoffment without livery, because nothing passeth. *Co. Copb.* 164.

So

So if a Copyholder maketh a feoffment of all his lands in dale, and maketh livery in his charter lands, no part of his Copyhold land is thereby forfeited; but if livery be made in any part of the Copyhold lands, all his Copyhold lands are forfeited. *Ibid.*

Sir *Edward Coke* also says, that if a Copyholder for life, suffereth a recovery by plaint in the lord's court, as Copyhold of the inheritance, this is a forfeiture, *ipso facto*. However, it has been otherwise adjudged in *Bird* and *Kirk*, and *Mod.* 199. 200. 2 *Mod.* 32. to be no forfeiture; for the lord is party to it and can take no advantage of it: But it is otherwise of a recovery in the King's courts. And if one holding lands in ancient demesne, suffer a recovery in the Court of Common Pleas, though it will be a bar of the intail, and remainders over to all but the lord, and the lands will become frank-fee; yet the lord may reverse the recovery by writ of deceit. *Salk* 57.

Forfeiture in committing waste.

If a Copyholder committeth waste either voluntary or permissive, this is a forfeiture *ipso facto*. *Co. Copb.*

Voluntary, as if he plucketh down any ancient built house, or if he buildeth any new house, and then pulleth it down again, or if he ploweth meadow, so that thereby the ground is made worse, or loppeth the trees, or selleth the lopping: or if he cut down any fruit trees for fuel, having

having other wood sufficient, these and the like voluntary wastes are forfeitures, *ipso facto*. *Ibid.*

Permissive, as if he suffereth his house to decay, or fall to ground, for want of necessary reparations: or if he suffer his meadow, for want of mending his banks, to be surrounded, so that it becomes rushy and worth nothing; or his arable ground, so to be surrounded, that it become unprofitable, these and the like permissive wastes are forfeitures *ipso facto*. *Ibid.*

Voluntary waste is a forfeiture by the common law, but negligent waste is not without a custom. *Noy 51.* It has indeed been adjudged, that permissive waste, without any special custom, is a forfeiture: And although it has been said, that this must be understood of such waste, as permitting houses, and buildings to decay, &c. for that if a stranger, or the Copyholder's lessee, commit waste in cutting timber, or otherwise, it is no forfeiture; for every forfeiture ought to be the wilful act of the Copyholder, so as it may amount to a determination of his will, yet it should seem, that the better opinion still is, that such waste amounts to a forfeiture.

The species of waste most frequent, and upon which there have been most doubts and disputes, is that of cutting timber, on which point there have been the following decisions.

H.

It

In what
cases the
lord may
cut timber
from
Copyhold
lands. It has been determined, that the lord of a Manor may cut down timber growing upon the Copyhold lands, provided, he leave sufficient for repairs, house bote, cart bote, plough bote, &c. 13 Co. 68. and *Heydon versus Smith*. 2 Brownl. 328.

But if he cut down trees to which the Copyholder was entitled for repairs, the Copyholder may maintain an action of trespass against him. *Salk.* 638. 12 *Mod.* 378.

In a later case indeed, that of *Asbmeed versus Ranger*, in lord *Raymond* 551. it was adjudged in parliament, that where there is not a special custom for the Copyholder to cut, the lord may cut; and the Copyholder has no remedy against him, though he be a Copyholder for life; and pleads that he has not sufficient for repairs.

It is however worthy of observation, that this decision which was to reverse a judgment given by lord chief justice *Holt*, and which was afterwards affirmed in the exchequer chamber, was carried by a majority of a single lord. And it may be added, gave very general dissatisfaction at the time; some lawyers of considerable eminence, holding the decision to be totally against law, and that though conclusive as to that action, yet could not change the law of the land.

Where
the Copy- If By the common law every Copyholder for life may take house bote, hedge bote, fire bote, and plough bote, on the Copyhold lands: though
this

this power may be restrained by custom ; as that the copyholder shall not take it without the assignment of the lord, or his steward or bailiff, 13 Co. 68. By special custom, a Copyholder in fee may cut down trees and sell them at his will. 1 Roll. 560. And so may a Copyholder for life, who by custom names his successor, for he has *quasi* an inheritance. *Ibid.*

But a Copyholder for life merely, cannot cut down for sale, for it would be unreasonable, that a Copyholder for life should cut down timber trees, which by intendment had not their growth in his time, and by that means the succeeding Copyholder should not have any for his use to repair his house. *Cro. Jac.* 30. 1 *Roll.* 560.

Where the Copyholder may take trees for reparations, the loppings and top belong to him, and though he cannot repair with them, he may sell them to help to defray the expences. 2 *Bull.* 281. *Moore* 94.

If a Copyholder cuts down trees for repairs, and employs some and keeps the rest to be employed for the same purpose, this is no forfeiture, for he could not exactly know how much was necessary. *Roll. Abr.* 508. But if he cuts down trees for repairs and after does not employ them accordingly, but suffers them to rot and perish, this is a forfeiture. *Ibid.*

Upon the whole it may be collected, that the lord of a Manor, where no particular custom

prevails, is entitled by the common law, to all the timber growing on the Copyholds, within his Manor, supposing they are felled for sale: but the tenant also has a right to timber for repairs, and to underwood and the shrouds of timber trees, and the tops of pollards cut at seasonable times in the year, for house bote, cart bote, plough bote, &c. but has a right to nothing for sale. And though it has been determined that an action of trespass will lie against the lord for cutting down timber on a Copyhold, which was necessary for repairs, yet where there is more timber on a copyhold than is requisite for the repairs and for house bote, cart bote, &c. and such timber is at full maturity, it is probable that a court of equity would decree, that the Copyholder should not obstruct the lord from felling the timber that is at maturity, and more than can be wanted for repairs, and for house bote, cart bote, &c.

It must notwithstanding be admitted, that the Copyholder has a special property in the timber, and therefore in some Manors the lord compounds with the Copyholder for his special interest.

Where a
stranger
cuts trees.

If a stranger cuts down trees upon a Copyhold, the Copyholder shall have an action on the case for the loss of shade fruit, &c. And the lord also for the prejudice to his inheritance, and he in remainder or reversion may also have an action,
and

and each may recover if each hath been damaged.

3 *Lev.* 131. 209.

The inclosing of Copyhold lands, one from another, and also defacing the doal marks, or land marks, are forfeitures, because by these means the evidence of the lands being Copyhold may be destroyed. *Litt.* 268. *Chan. Prec.* 57: Forfeiture by inclosure, confounding boundaries, digging mines, &c

If a Copyholder wilfully confounds the boundaries between his freehold and Copyhold lands, it is a forfeiture; but the confusion of boundaries may be owing to neglect, as well as fraud, which ought not to be presumed: and where there is a confusion of boundaries, the only way to set out the Copyholds is to file a bill in equity for that purpose, the expence of which will probably fall on the tenant, whose duty it was to preserve the boundaries. Without a special custom even a Copyholder of inheritance cannot dig for mines, for the copyholder seems to have no interest in the inheritance of the lands. But he may dig for marl to lay upon the land, for the melioration of the soil. *Gilb. Tenures.* See also the case of the *Dean and Chapter of Ely v. Warren. Co. Rep.* 267.

The conversion of land from pasture into arable, manuring the land to hop ground, or converting the land to a piscary, has been agreed to be a species of waste for which a forfeiture may be committed. *Co. Rep.* 267, 268. The probable reason for the first may be, that by such means

the evidence of the estate may be lost, and of the two latter, a deterioration of the estate may be apprehended as a consequence.

Forfeiture for treason or felony,

Lastly, Copyholds may be forfeited for treason or felony.

If a Copyholder commits treason or felony, it is a forfeiture without any particular custom. *Co. Copb.* But the lord cannot seize till attainder without a special custom allowing seizure before. *2 Vent.* 38. *1 Lev.* 263.

By an attainder of treason or felony, the Copyhold is forfeited of common right, but not by a conviction only. *1 Lev.* 263.

Though a custom, that if a Copyholder commits felony, upon presentment of the homage, the lord shall enter, is a good custom. *1 Bul.* 13. *1 Leo.* 1, *2 Brownl.* 217. But if a lord grants a Copyhold to *A.* for life, and after his death, surrender forfeiture or other determination to *B.*, and *A.* is attainted of felony, *B.* shall enter, for the lord shall not have it against his own grant, *Skin.* 29.

If the Copyholder has the benefit of clergy, the lord cannot seize without a special custom. *1 Lev.* 263. Neither can he seize if the Copyholder be acquitted upon an indictment. *1 Bul.* 13.

Who may forfeit, and who may be exempted

If the husband be attainted, the wife does not forfeit her dower, which she has by custom in his Copyhold. *R. Hard.* 434.

A man

A man *non sana memorie*, an ideot or a lunatic, though they be able to take a Copyhold, yet they are unable to forfeit a Copyhold, because they want common reason, nay common sense.
Co. Copb.

So an infant that is under the age of fourteen, is unable to forfeit his Copyhold, because he wanteth discretion. *Ibid.*

So a *feme covert*, by any act she can do of herself, cannot possibly forfeit her Copyhold, because she is not *sui juris*, *sed sub potestate viri*.
Ibid.

An infant at the age of discretion may forfeit his Copyhold, not by offences which proceed from negligence or ignorance, but by such as proceed from contempt. *Ibid.* *

If a cestuique use of a Copyhold committeth waste, he shall not forfeit the Copyhold. *Ibid.*

If the husband committeth waste in Copyhold lands, which he hath in the right of his wife, this is a forfeiture of the wife's Copyhold. *Ibid.*

If two joint-tenants be of a Copyhold, and one committeth waste, he forfeiteth his part only,

* By the statute 9 Geo. 1, c. 29. It is enacted, that no infant or *feme covert*, shall forfeit any Copyhold, messuages, &c. for their neglect or refusal to come to any court or courts, to be kept for any Manor, whereof such messuages are parcel, and to be admitted thereto, nor for the omission or denial to pay any fine or fines imposed or set upon their or any their admittances to any such Copyhold, messuages, &c.

for no man can forfeit more than he hath granted to him. *Ibid.*

And therefore if there be tenant for life, with a remainder over of a Copyhold, and the Copyholder for life purchaseth the Manor, committeth waste, or doth any act which amounteth to the extinguishment or the forfeiture of a Copyhold, yet the remainder is not hereby touched. *Ibid.*

And so if a Copyhold be granted to three *habendum successivè*, where by the custom of the Manor this word *successivè* taketh place, the first Copyholder cannot prejudice the other two, by any act he can do; no more than if a Copyholder in fee by licence, maketh a lease for years by deed, or without licence by copy and either of these lessees committeth waste, the reversion is not hereby forfeited. *Ibid.*

What may
be forfeit-
ed, and
wherefor-
feiture of
the whole.

If a Copyholder maketh a feoffment of one acre, parcel of his Copyhold, nothing shall be forfeited but that one acre, 1 *Roll. Abr.*

But for waste in one acre, or by cutting down one tree, the whole is forfeited. *Ibid.* Because the trees are to be employed in building and reparation of the houses and Copyhold, and therefore by the doing of waste, all the Copyhold is impaired. *Fuller and Terry, Easter. 41 Eliz. B. R.*

Where a Copyhold is held by one tenure, it is said that a forfeiture of any part, shall be a forfeiture of the whole, for there is a condition in law annexed to the whole estate. 4, *Co. 27.*

If

If a Copyholder for life commits a forfeiture, his estate for life only shall be forfeited, and not he in remainder *Roll. 509.*

And if a Copyholder by licence makes a lease and afterwards commits a forfeiture, the lease is not forfeited. *Hob. 177.*

If a Copyholder hold three several acres by force, of three several copies, and commits waste in one, or makes a feoffment of that one, or denies the rent of that one, that one acre is forfeited, but it is no forfeiture of the others. For although they are in one and the same hand, yet every acre is held severally and to every acre there is a several condition in law, *tacite* annexed, so as the forfeiture of the one cannot be the forfeiture of the others. And where diverse Copyholds are granted by one Copy, and several *habendums* and several *reddendums* for every of them, but they all began at one time and were to end at one time, the forfeiture of the one was held not to be a forfeiture of the others for they are several grants, and as several copies. *Taverner v. Cromwell. 4 Co. 27.* And it was held not material whether the Copyholds were in one or several copies, but only whether the tenures be one and several. So if divers several Copyholds, escheat to the lord, and he regrants them *tenend per antiqua servitia* to A. they shall be severally held as they were before the escheat, and if he commits a forfeiture

forfeiture in part, it extends not to the whole.
See the same case.

It should be observed, that for a lord of a Manor to avoid a Copyhold estate for forfeiture, there ought to be very direct and certain proof, and the oath of a stranger made in the lords court, has been held not to be of any force or effect to prove a forfeiture. *Bull* 189, 190.

CHAPTER XII.

Dispensation of Forfeiture.

AS forfeitures are odious, the courts are always inclined to construe slender circumstances as dispensations of them, and equity will relieve in many cases.

If the lord doth any thing whereby he doth acknowledge him his tenant, after forfeiture this acknowledgment amounteth to a confirmation, as if he distraineth on the ground for rent due after forfeiture, or if he admitteth after forfeiture, or the like, these are estoppels to the lord, so that he can never enter, so the lord have notice of such forfeitures, before any such act as may amount to a confirmation be done. *Co. Copb.*

If after a forfeiture committed, the lord makes an admittance to the Copyhold, it amounts to a dispensation. For it shall be taken as an entry and a new grant. *1 Leo. 26.*

Or if he acceptrent of the Copyholder, or if he accepts of any services after a forfeiture. *1 Keb. 15.*

But

Dispensation, what it is

Where the forfeiture shall be said to be dispensed with or waived.

But in both these cases it is presumed the lord must have notice of the act of forfeiture. If the Copyholder appears not in court after a personal summons, and is afterwards amerced for not coming, it will be dispensation of the forfeiture: and even although the amercement should not be estreated or levied. 1 *Lev.* 104.

If the lord does not enter before the tenant repairs, the forfeiture is purged, and the employing of trees for repairs five years after they were cut, has been held to be a purgation. 2 *Sid.* 8:

If the lord, though he be only *dominus pro tempore* of a Manor, admits one to a Copyhold, he dispenses with all precedent forfeitures, not as to himself only, but also as to him in reversion. 1 *Lev.* 26. But a lord by disseisin or wrong by such admittance cannot purge the forfeiture as to the rightful lord. *Ibid.*

If the lord had not notice it will be no dispensation as if he accepts rent of a Copyholder after waste done, without notice of it he may afterwards enter for a forfeiture. 1 *Roll.* 475. But the lord shall be presumed to have notice of the failure of suit of court, non-payment of rent &c. 2 *Vent.* 39.

Because they are things within his own knowledge.

It does not appear to be settled beyond doubt, that the lord may seize for a forfeiture by waste, without

without presentment. Presentment has indeed been held to be not of necessity, but for the lord's better instruction of his title, and that he may if he will take advantage of a forfeiture before the presentment. *Cro. E.* 499. *East v. Harding, M.* 38. and 39 *Eliz. B. R.* This however, has been doubted, and a presentment is the safest way, and therefore always advisable.

If the lord accepts a surrender of the Copyholder after treason committed, without notice, it is no dispensation. 2 *Vent.* 38. No advantage can be taken of forfeiture for treason till attainder yet after attainder it has relation back and the committing the treason is the forfeiture. *Ibid.*

A pardon of treason is no dispensation of forfeiture, and has been so held. 3 *Lev.* 94. 2 *Jon.* 189.

It may be observed, that excepting in one or two instances, the Copyholder's general remedy ^{Where} against his lord for any injury done to him in ^{equity} his Copyhold, is by subpcena in chancery. ^{will re-} ^{lieve a-} ^{gainst a} ^{forfei-} ^{ture.} Equity will relieve in cases of non-payment of rent, or fine for in these cases, the Copyhold estate is but in the nature of a security for those sums, and the lord may be recompensed in damages. And it was so held by lord *Macclesfield*, in the case of Sir *Henry Peachy* versus *The Duke of Somerset.* *Chan. Prec.*

A person being a Quaker, refused to swear fealty on the special circumstances of the case, equity relieved. *See also Chan Prec.*

Though equity may relieve for a forfeiture in a case of permissive waste, yet in voluntary waste, it has never given relief.

CHAPTER XIII.

Of the Extinguishment of Copyholds.

WHERESOEVER a Copyhold is become not demisable by copy, either by the act of the lord, by the act of the law, or by the act of the Copyholder himself, it is extinguished for ever. *Co. Copb.*

And first by the act of the lord : A Copyhold may be destroyed by the act of the lord : As if a Copyhold escheateth, and the lord granteth away any estate by deed, this is an extinguishment. So if he make a feoffment upon condition, and then entereth for breach of the condition, the Copyhold is extinct, being once not demisable. *Ibid.* But if the lord keepeth the Copyhold lands for never so many years, or granteth it at will, this destroys not the Copyhold, because it continueth ever demisable by copy. *Ibid.*

If the lord makes a lease of customary land, and the lessee assigns his term to the Copyholder, the Copyhold is destroyed for ever. 1 *Rel.* 519.

And

Of the Extinguishment of Copyholds.

And so if the lord lease a Copyhold for half a year, or any time certain. 1 *Rol.* 498. Or if he makes a feoffment, lease for life, &c. of a Copyhold. 1 *Vern.* 458.

If the lord grants to *A.* who is a Copyholder in tail, the freehold of the Copyhold to him in fee, the Copyhold although intailed is extinct. *Dunn v Greene*, 3 *Peere Williams* 9. The reasons given for this decision were, that supposing the custom warrants intails, yet the Copyhold is extinguished, because in the eye of the law, that is but an estate at will, and must be merged by the grant of the freehold. The premises, by such grant, are severed from the Manor, consequently the custom of the Manor cannot corroborate the legal estate at will. Moreover, if the intail of the Copyhold be not extinguished, it will be a perpetuity, since the only proper way of barring the intail of a Copyhold, is by recovery in the lord's court, but after such severance, no recovery can be suffered in the lord's court. But if the lord enfeoffs his Copyholder to the use of another, his Copyhold is not destroyed. 7 *Ca.* 39.

If the King grants a Copyhold by patent, for life, it shall not be extinct, but the King may afterwards grant it by copy. 2 *Rol.* 197. And if the King afterwards grants the Manor, the grantee after the life ended, may grant it by copy. *Ibid.*

If

If the lord grants the freehold of a Copyholder to *A.* for the life of the Copyholder, his Copyhold is not destroyed. *Hob.* 181. And if the lord makes a bargain and sale of the inheritance of a Copyhold, to a Copyholder for life, who accepts it, the remainder of the Copyhold is not thereby destroyed. *9 Co.* 106.

If there be a Copyhold for three lives, *habendum successivè*, and the lord by deed grants the inheritance to the first, the interest of the second life is not destroyed. *2 Leo.* 72. But if the first life be destroyed by grant of the inheritance, the second life in remainder, cannot have the advantage till the death of the first.

If the lord make a lease for life to the Copyholder by parol, if livery be made, this shall confound the Copyhold, but if no livery be made, it shall not. *Latch.* 213.

If a man seized of a Manor in right of his wife, lets land by indenture for years, this doth not destroy the custom, as to the *feme*; for after the death of her husband, she may demise it by copy again. *Cro. Eliz.* 459.

If a lord of a Manor, having many ancient Copyholds in a town, grants the inheritance of all those Copyholds to another, the grantee may keep a court for the customary tenants, and accept surrenders, and make admittances and grants; for though it is not a Manor in law, but is extinct for want of freeholders, yet as to the

Grantee of the inheritance of Copyholds, may hold a customary Court, though not a Court Baron.

I Copyhold

Copyhold tenants, the grantee hath such a Manor that he may keep courts. 4 Co. 26.

The severance of the freehold, and inheritance of the land, held by copy of the Manor, does not extinguish or determine the Copyhold estate, for the custom hath established his estate, so that the lord cannot oust him, so long as he pays and performs his customs and services. 2 Co. 17. *a Sane's case.*

The lord by this act cannot, without the concurrent act of the Copyholder himself, determine the estate and interest which the Copyholder has in his Copyhold, and therefore the severance of the freehold, and inheritance of the land, holden by copy of court roll (being done by the act of the lord) doth not determine the Copyholder's estate, or extinguish the Copyhold: But if the Copyholder will join with the lord in a deed of feoffment of the Manor, there by that act of them both, the Copyhold is extinct. *See Supplement to Co. Comp. Copb.*

Secondly, by act of law: A Copyhold may also be extinguished or destroyed by the act of the law: As if the Copyhold escheated be extended upon a statute or recognizance acknowledged by the lord, or if the *feme* of the lord hath this land assigned unto her for her dower; although these impediments be by act of the law yet, because they are lawful, the land can never after be granted by copy. *Co. Copb.*

If

If a Copyhold is now in the hand of a subject, who after becomes King, the Copyhold is extinct, for it is below the dignity and Majesty of a King to perform such servile services; but after his death, the next that hath right shall be admitted and the tenure revived. *Cro. Eliz.* 252. 2 *Leon.* 208.

This, however, should seem to be a suspension, rather than an extinction of the Copyhold.

And lastly, a Copyhold may be extinguished ^{By the} or destroyed by the act of the Copyholder ^{act of the} himself; as if he accepteth a lease for years, ^{Copyholder.} at the common law, either mediate or immediate from the lord of the Copyhold; this is an absolute extinguishment. *Co. Copb.* The Copyhold is destroyed for ever, and can never be granted again. *French's case.* 2 *Coke* 24.

But if he accepteth a lease for years of the Manor, the Copyhold, by this, hath not continuance, but this is no extinguishment, because the land continueth still grantable by copy. *Co. Copb.*

If a Copyholder takes a feoffment from the lord of his customary lands, the Copyhold is extinct. 4 *Co.* 31. Or if he accepts to hold his land, by bill under the lord's hand, and not by copy, this determines the Copyhold. *And.* 199.

Of the Extinguishment of Copyholds.

If a Copyholder by deed, sells his Copyhold to the lord, his estate is extinct, but may afterwards be regranted by copy. *Hut. 65.*

If a Copyholder releases to the lord, it is an extinguishment of the Copyhold, though it be contrary to the nature of a release to give a possession. *Per Hobart Ch. J. in Blennerhassett versus Elumberstone. Hut. 65.*

If a Copyholder bargains and sells his Copyhold to the lessee for years, of the Manor, his Copyhold is thereby extinguished, and it was so adjudged, 1 *Jon. 41.* for that in respect of the lord, the estate may be determined by any act, that shews it to be the will of the tenant to hold no longer by copy.

A *joint sole* was lady of a Manor to which were divers Copyholds, one of the Copyholders did marry with the *seignores* of the Manor. It was the opinion of the justices that the intermarriage was only a suspension of the Copyhold, and not an extinguishment of it. But afterwards they joined in suffering a common recovery of the land, and that upon that their act, it was resolved the Copyhold was extinguished. *See the Supplement to Co. Comp. Copb.* By the recovery the baron gained an estate of freehold. And by suffering the recovery the lands were conveyed by common law conveyance, and so the custom was broke.

Husband

The husband, for money, obtained an estate of freehold to him and his wife, and the heirs of their bodies. It was resolved in that case, that by the acceptance of the new estate, the Copyhold was determined. *Ibid.*

Husband
and Wife.
Copy-
holders in
fee to
them and
their
heirs.

CHAPTER XIV.

What Acts of Parliament shall be said to extend to Copyhold Estates, and what shall not.

COPYHOLDERS are comprehended under statutes either by express limitation, in precise words, or by a secret implication upon general words. *Co. Copb.* 60.

Concerning acts of Parliament, which are held either to extend to Copyhold estates, or not to extend to them, the following general maxims, founded on the several authorities, may be adopted.

First. Where no prejudice may accrue by reason of the alteration of any interest, service, tenure, or custom of the Manor; and where an act is made generally for the public good, Copyholds are included within the general words in a statute, lands, tenements, and hereditaments. *3 Co. Rep.* 8. *Heydon's case*—*Easter* 29. *Eliz. in the Exchequer.*

Secondly. Where an act of Parliament alters the service, tenure, or interest of the land or other

shall be said to extend to Copyhold Estates, &c.

119

other thing, in prejudice of the lord, or of the custom of the Manor, or of the tenant, there the general words of an act of parliament shall not extend to Copyholds. *Ibid.*

Thirdly. Statutes that are beneficial to the Copyholder, and not prejudicial to the lord, may by a benign interpretation be extended to Copyholds. *Ibid.*

Fourthly. Penal statutes, which give a forfeiture generally, and not to particular persons, as the King, &c, are held to extend to Copyholds. 2. *Sid.* 43.

Fifthly. Statutes which concern or affect the state of the land, have been construed not to extend to Copyholds. *Shaw.* 287.

Sixthly, Particular statutes, by which the lord may have any prejudice as to fine, or amer- ciaments, do not bind Copyholds, 3 *Leo.* 127.

The statute of *Merton*, 20 *H.* 3. by which dower is given to the wife for being deforced of her dower, when her husband dies seized, extends to Copyholds. *Cro. Car.* 43. *Mo.* 411. *Trin.* 37 *Eliz.* *Shaw v. Thompson.* Statutes which do extend to Copyholds.

The statute of *Westminster*, the 2. *cap.* 3. which gives a *cui in vita* upon alienation by the husband of the land of his wife, likewise extends to Copyholds. *Ibid.*

And also the other branch of the same statute, which gives receipt to the wife upon default of her husband, extends to the default of the husband

band, in writ of right in a court baron. *Ibid.* and 3 Co. 9.

The statute of *Westminster* 2. cap. 4. which gives a (*Quod ei deforceat*) upon a recovery by default against tenant for life. *Ibid.*

The statute of 5 *Richard* the second, of departure out of the realm, likewise extends to Copyholds. See *Supplement to Co. Comp. Copyb.* 88.

By the statute of 1 *Rich.* 3. c. 4. a Copyholder having Copyhold lands to the yearly value of twenty-six shillings and sixpence above all charges, may be impanelled upon a jury as well as he that hath twenty shillings of freehold land. *Co. Copyb.*

The statute of 4 *Henry* 7. c. 24. whereby a fine with proclamations and non-claim for five years, bars all estates, extends to Copyholds. 1 *Brow.* 181. 2 *Inst.* 517. And therefore, if one enter upon, and put out a Copyholder of land, and then levies a fine thereof, and the Copyholder after suffer five years to escape without making claim, both the Copyholder and the lord are hereby barred for ever. *Sheph. Touchstone* 21.

Sir *Edward Coke* says, that upon its being doubted whether this statute should not extend to Copyholds, as the lord might receive prejudice, that if the lord receive any such prejudice, it is through his own default for not making claim, for in regard of the privity in estate, that is between him and his Copyholder, he may make claim

claim as well as the Copyholder himself. *Co. Cop.* 62.

But if a Copyholder lessee for years, or tenant at will, by covin, to bar the lord of his inheritance, makes a feoffment, in order that a fine may be levied, here the act doth not extend to establish such estate made and created by such fraud and practice. *3 Rep. Fermor's case.*

The statute 31 *H. 8. c. 13.* which avoids leases for life, made by religious persons within a year before, extends to Copyholds. *3 Co. 8.*

The statute of limitations, 32 *H. 8. c. 2.* extends to Copyholds, for that is an act made for the preservation of public quiet, and no way tending to the prejudice of the lord or tenant. *Mo. 411. Shaw v. Thompson. T. 37. Eliz.*

An action of debt for the fine of a Copyholder, has been held not to be within the statute. *Trin. 21. Car. 2. B. R. Hodsdon v. Harris.*

The statute 32 *H. 8. c. 9.* against *Champerty*, and maintenance in the purchase of titles, extends to Copyholds. *4 Co. 26.* This being an act to suppress wrong, and neither lord or tenant can be prejudiced thereby.

Copyholds are within the equity of the statute of 32 *H. 8. chap. 34.* whereby grantees of reversions have like advantages against lessees, by entry for non-payment of rent, as grantors or lessors themselves might have; though Copyholders are not within this statute, as to entry for condition,

dition, yet an action of covenant lies, and. *per Holt, Ch. J.* if Copyholders were enabled by custom to demise, it is reasonable to conclude that they may covenant and make conditions of re-entry and other provisions common in leases. *Skin.* 298. *Glover v. Cope. Mich. 3 W. & M.*

By the statute 5 *Eliz. c. 14.* the forging of a court roll, with intent to defraud, is punishable as forging any other charter, deed or writing sealed. *Co. Copb.* By the statute 13 *Eliz. c. 7.* Copyhold land as well as freehold land of a bankrupt, shall be sold for the satisfying of the creditor. Copyholds are expressly mentioned in this statute, and perhaps even if they were not, they would be within the meaning of it, as there can be no prejudice to the lord, for that there ought to be a composition with the lord, and the vendee ought to be admitted.

The statute of the 13 *Elizabeth, chap. 20.* which restrains long leases made by ecclesiastical persons, extends to Copyholds. 3 *Lev.* 327.

The statute 14 *Eliz. c. 6.* extends to Copyholds, for it is by that statute expressly provided, that if any of the Queen's subjects go beyond seas without licence, that then the Queen shall not only take the ordinary profits of the fugitives Copyhold land as they arise, but shall let, set, and make grants by copy and usual wood sales, and other things to all intents and purposes, as a tenant *pro termino durante vita,* may do.

The

The statute 27 *Eliz. chap. 4.* which restrains fraudulent conveyances, likewise extends to Copyhold premises. 3 *Lev.* 327.

By the statute 35 *Eliz. chap. 2.* persons convicted of recusancy, not only forfeit their freehold lands to the Queen, but withal their Copyhold to the lord or lords of whom they are holden.

All the several statutes of bankruptcy extend to Copyholds, for being expressly named by the statute 13 *Eliz. 7.* subsequent statutes, 1 *Jac. 15.* and 21 *Jac. 19.* the first of these statutes expressly referring to the act of *Elizabeth*, and being both made in aid and confirmation of this, have been held to have the same extent. *Cro. Car.* 550. 568.

And by this statute of *Elizabeth*, commissioners may take order with bankrupt lands, or as well customary as free, and by deed indented and inrolled make sale of such lands, &c. But the vendee shall not enter, nor take the profits till he hath agreed with the lord for his fine, who thereupon shall admit him. But the estate of the Copyholder is vested in the bargainee, by the bargain and sale; and he shall avoid all mesne acts between the sale and his admittance; as if the bankrupt dies after sale, and before admittance of the vendee, the wife of the bankrupt shall not have her dower. *Cro. Car.* 569.

Copyholds are held to be within the statute of sewers, to be taxed but not to be sold, *Skin. 297, Mich. 3 W. & M. in K. B. Glover v. Cope.*

Copy-

Statutes
which do
not extend
to Copy-
holds.

Copyhold lands are held not to be within the statute of *Westminster 2 C. 20.* of executions, for although a plaintiff may have execution against a Copyholder for debt, and damages, by writ of *fiari facias* against his goods, or writ of *capias* against his body, yet he cannot have execution of his Copyhold lands, by writ of *elegit*; for that Copyholds are not within the statute; and if a statute merchant or staple be acknowledged by a Copyholder, for the payment of money at a day certain, which is not paid, his Copyhold lands are not extendable for the same; and the reason of these cases is, because no persons can come to Copyholds but by admittance of the lord, and the lord should thereby lose his fine, which is due upon admittance, if the party might have the lands upon extent delivered unto him. *Supplement to Co. Comp. Copy.*

It is notwithstanding to be observed; that there may be a custom in *Manors* to extend the lands of a Copyholder, and where such custom does exist, the lord may compel an admittance, and demand a fine, as has been noticed before.

In *Heydon's case*, however, in *3 Rep. 9. Easter 16 Eliz.* it was agreed by the whole court, that this act does not extend to Copyholds,

The statute of *16 R. 2. c. 5.* which makes it a forfeiture of lands, tenements and hereditaments, to the purchaser of excommunications, bulls, &c. in the court of *Rome*, &c. does not extend to

Copyhold, because it would be prejudicial to the lord to have the King so far interested in his Copyhold without his consent. *Co. Copb.*

The statute 2. *Hen. 5. cap. 7.* of Hereticks has been determined not to extend to Copyholds; for though the lord of a Manor is yearly to receive a benefit in having the lands, after the year and day forfeited unto him, yet because the King is a sharer in this forfeiture, therefore lands by copy are not comprehended under the general words: besides the statute speaks of the King's having *annum, diem, et vastum*, of these lands forfeited for heresy, as in lands forfeited for felony, whereby it appears, that the meaning of the statute is, that such lands only should be forfeited, in which the King by the ordinary course of the law, should have *annum, diem, et vastum*, if the tenant of them had committed felony, but such lands are not lands by copy; for if a Copyholder commits felony, his Copyhold is presently forfeited to the lord, therefore Copyholds are out of the general purview of this statute. *Co. Copb.*

Copyhold lands are not within the statute of 11. *H. 7. c. 20.* that the alienation of the wife of the inheritance of her deceased husband shall be void. 2 *Sid. 73. K. B. Easter 1658. Harrington v. Smith.*

The statute 27 *H. 8. cap. 10.* well known by the name of the Statute of Uses, does not extend to Copyhold estates, for it would tend to the lord's

lord's prejudice: if a Copyholder surrenders to the use of another, the possession is not executed to the use, for the surrenderee has nothing till admittance: for it was not the intent of the statute to execute the possession to the use of Copyhold lands, for then the tenant would be introduced without the lord's consent. *See Gilb. Treat. of Ten.* Neither does that branch of the same statute which speaks of jointures, because dowers of Copyholds are warranted by special custom only, and not by the common law, or general custom. *Co. Copb.*

If a jointure be made to a woman in Copyhold, that will be no bar to her dower: the reason is, because the words of the proviso being general and introductive of a new law, to bar women of their dower where they were not barred by the common law, there is no reason to extend them, since an estate in Copyhold lands is very disadvantageous to the woman, who must pay a fine to be admitted, which she may not be able to do, and thereby will commit a forfeiture; besides a woman is not dowable of common right of Copyhold lands, and so it seems to be out of the regard of the statute; and Lord Coke defines a jointure to be a competent livelihood of freehold, so that it must be an estate of freehold. *Gilbert Treat. of Ten.*

The statutes of 31 *Hen. 8. c. 1.* and 32 *H. 8. c. 32.* by which joint-tenants and tenants in common

mon are compellable to make partition, by a writ *De partitione facienda*, as co-partners at the common law, extend not to Copyholds, because this alteration of tenure, without the lord's consent, may found to the prejudice of the lord. *Co. Copb.* Besides Copyhold lands are not impleadable at the common law.

The statute of 13 *Eliz. c. 4.* of auditors and receivers of the Queen, does not extend to Copyholds; for power is given by that act to make sale by her letters patent, and it would be a great prejudice to the lords of such Copyholds, that the Queen should have the land. *Mitch. 30 Eliz. Saliard v. Everet.*

Copyholds are not liable to the twenty pounds per month, upon the statute 29 *Eliz.* for recusancy; by reason of the prejudice that may thereby come to the lord, who has committed no offence, and therefore shall not lose his customs and services. *Gilbert's Treat. of Ten.*

The statute of 31 *Eliz. cap. 7.* of cottages, does not extend to Copyholds. *Bulst. 50. Mich. 8. Jac. Brocke v. Beare.*

A Copyholder is not within the statute, 12 *Car. 2.* to dispose the custody of his children, but the custody shall be to the lord, according to the custom of the Manor, as to the Copyhold lands, for the prejudice which may be to the lord, and for the meanness of the estate. 3 *Lev. 395. Easter, 6 W. & M. Com. Pleas. Church v. Cudmore.*

By

By the act of 12 *Car. 2.* for the trial of the regicides of King *Charles* the 1st, the forfeiture is given to the King of all lands, tenements, and hereditaments, &c. which the person attainted had on the twenty-fifth day of *March*, one thousand six hundred and forty six. It became a matter of doubt, whether by the general words of this act of parliament, Copyhold lands were included, but the point was given up.

In the before mentioned instances, as well as in all other cases where Copyholds have not been adjudged to be within the purview of statutes containing general words, the reason is, because of the respect to the lord's prejudice. *Cartb.* 205.

CHAPTER XV.

Of the Surrender.

COPYHOLDERS and customary tenants cannot legally or effectually transfer their estates by any other means than by surrender; which ^{What the surrender is.} is the yielding up of the estate by the tenant, into the hands of the lords for such purposes, as shall be expressed in the surrender. " This method of conveyance, observes Mr. Justice *Blackstone*, is so essential to the nature of a Copyhold estate, that it cannot possibly be transferred by any other assurance. No feoffment, fine or recovery in the king's courts has any operation thereupon. If I would exchange a Copyhold estate with another, I cannot do it by an ordinary deed of exchange, at the common law, but we must surrender to each other's use, and the lord will admit us accordingly. " If I would devise a Copyhold, I must surrender it to the use of my last will and testament, *

K

" and

* This is to be understood of perfect Copyholds, or Copyholds of inheritance only, and not of Copyhold estates held

“ and in my will, I must declare my intentions
 “ and name a devisee, who will then be entitled
 “ to admission. Nothing passeth by the will,
 “ but all by the surrender.

The will is only a declaration of the uses of the surrender. 1 *Bulst.* 200. And in confirmation of this, it has been determined, that a Copyhold surrendered to the use of a will, shall pass by a will attested by two witnesses, or one only. 2 *Peere Williams* 258, and 2 *Atk.* 37. 1 *Brown Chan. Cas.* 58.

What
persons
may sur-
render.

All persons who may make grants, or convey their estates, may by surrender pass their Copyhold lands. If an infant surrender Copyhold lands, he may at his full age disagree, and enter thereupon, for this is not a conveyance of equal solemnity, with a feoffment which works a discontinuance, and which notwithstanding the infant may avoid at his full age. *Bac. Abr.*

A *feme covert* may with the concurrence of her husband surrender lands being solely examined by the steward.

And if there be a special custom, for her to be examined before two tenants out of the Manor it is good. *Ibid.*

held for lives, which being considered as mere chattel interests may become the object of testamentary disposition without any formal surrender to the use of the wil ; and in many Manors in this kingdom, this is a frequent practice.

If

If there are two joint-tenants, and one of them surrenders to the use of his will, and dies before the surrender is presented, having made his will, this is a severance of the jointure, for being presented, it relates to the time of the first surrender.

Ibid.

A surrender is the manifestation of the alienor's intention, and by the subsequent admittance it is, that the conveyance receives its perfection. A Copyholder surrenders to the use of another, who before admittance surrenders to another who is admitted, no interest is hereby vested in him, for the first surrenderee had nothing in him to give over. And the admittance of the second surrenderee did not amount to an admittance of the first. *Bac. Abr.* Such interest is however assignable in equity at least, as were *A.* covenanted to surrender to the use of *B.* who before any surrender was made, assigned his interest to *C.* *A.* then surrendered to *C.* *C.* ought to be admitted, and one fine only is due. See 2 *Durnford and East* 484. *The King v. the lord of the Manor of Hendon. antea.*

A Copyholder may surrender his Copyhold, <sup>May sur-
render by
attorney.</sup> by attorney in court, or if the person to surrender cannot come to court in person, the lord may appoint a special steward to go to the prison and take the surrender. 1 *Leon.* 46.

A Copyholder may also surrender by attorney to two Copyhold or customary tenants out of

court, but it must be warranted by the custom. And the surrender by attorney must be by deed. *See Stiles Pract. Reg.* 74. Although surrenders by attorney are generally allowed, yet the purchaser of a Copyhold is not obliged to accept of a surrender by attorney, but may insist on the vendor's surrendering in court, *Mitchel versus Neal*, 2 *Wesley* 679. An attorney who makes a surrender ought to make it in the usual form, and in the name of the Copyholder and not in his own name. 9 *Co.* 76. or else he should shew his authority, and say that he surrenders by force of such authority. 1 *Roll.* 501.

Sir *Edward Coke* says, " the law is not so strict
 " to a Copyholder as that he must come person-
 " ally into court upon the making of every sur-
 " render, but he may surrender by attorney, as
 " well as livery and seisin may be made by at-
 " torney at the common law, and should the
 " law be otherwise, great inconvenience would
 " ensue, for how should Copyholders that are in
 " prison or languishing upon bed, or beyond the
 " seas, surrender but by attorney? (and he pro-
 " ceeds to make the difference) between a bare
 " authority, joined with a confidence without
 " interest, and a general authority accompanied
 " with an interest. In the first case the authori-
 " ty cannot be executed by attorney, for that
 " were (to use his own words) to make an at-
 " torney upon attorney, which the law will in no
 " wise

“ wife permit.’ though in the latter such authority may be executed by attorney.”

Lord *Coke* says, that the word surrender, is *vocabulum artis*, and therefore where a surrender is requisite no other words will supply the want of it, as the words, give, grant, or the like. But it has been held, that words*spoken in court, expressing the Copyholder’s intention of surrendering, and that he designs not to hold it any longer, will amount to a surrender: or if he says, that he is weary of his copyhold, and requests his lord to take it again. *Jones* 142. Such words however, it should be observed, must be spoken in court, otherwise they will not amount to a surrender. Or to say that he renounces his Copyhold, is no surrender, because he limits it to nobody. *Roll Abr.* 502.

What shall amount to a surrender.

A surrender is of itself a thing executory, and executed only by the subsequent admittance, for nothing is vested in the grantee before the lord hath admitted him according to the surrender. *Co. Ceph.* 97.

Of the operation of the surrender in passing an estate.

Sir *Edward Coke* says, that in “ customary grants, the intent of the grantor is more respected than it should be, by the strict rules of the law, which appeareth by this, that if a surrender be made of a Copyhold to the use of a last will, and the surrenderee deviseth it unto two, the one is admitted according to the purport of the will, this shall enure as to both. But

“ though the surrender be a thing executory,
 “ and the intent of the grantor so much favoured,
 “ yet if a Copyholder will surrender to the use
 “ of the right heirs of *I. S.* he being alive, this
 “ is void, because it cannot take effect according
 “ to the intent of the grantor, for he would have
 “ the grant to be executed presently, which cannot
 “ be in regard, that *I. S.* can have no heir
 “ till after his death.” *Co. Copb.* 97.

In the cases however of surrender of Copyhold estates, the same construction must take place, as in all other conveyances at law, and so held in *Idle versus Coke. Holt's cases* 164. by the whole court, that a limitation of uses in a Copyhold surrender, must be construed by the same rules, as if it were a limitation in any other conveyance at common law, and that the intent of the party, is not sufficient as in a will. *Sutton v. Stone and others*, 2 *Salk.* 101. Surrenders to wills are always taken favourably. 3 *Atk.* 734.

It has been held that a man may surrender to the use of his own right heirs, and the lord may hold as his trustee; a man may also surrender Copyhold lands immediately to the use of an infant *en ventre sa mere*, for a surrender is a thing executory, and nothing vests before admittance, and therefore if there be a person to take at the time of the admittance, it is sufficient, and not like a grant at common law, which putting the estate out
 of

of the grantor must be void if there be nothing to take. *Bac. Abr.*

If a surrender be made to the lord without expressing any use, it shall be to the use of the lord, for it cannot be imagined that the surrender was made to no end or purpose whatsoever. *Co. Copb.*

95.

The surrender, it should be observed, being of itself a thing executory, may at any time before presentment be revoked, as also if it be made without a valuable consideration. *Roll. 82.*

A Copyholder having a fee simple according to the custom of the Manor, may make what disposition of it he pleases, and may surrender it absolutely or for a limited time. But such disposition is not to receive the same favourable interpretation, that wills and devises do at the common law, for a man may as well order a surrender in his life time according to the rules of law, as he may any deed to pass a freehold estate. Therefore if a Copyholder in fee surrender to the use of *A.* and *B.* and the longer liver of them, and that for want of issue of *A.* the lands should remain to the youngest son of *I. S.* In this case, *A.* has but an estate for life, for an estate tail in Copyholds shall not pass by implication. *Bac. Abr.*

If a Copyholder surrenders to the use of another and his heirs, to hold from the time of his death, such surrender is void, for a surrender can

May be
revoked.

What
shall pass
by the
surrender.

Surrender
to com-
mence at
a day to
come.

no more commence at a day to come than a livery. *Cro. Jac.* 276. *Bulst.* 272.

A surrender of a house *cum pertinentis* will pass only the house, orchards and yards, and not the lands. *Cro. Jac.* *Kitt.* 81.

If the limitation of the use be general, the cestuique use taketh but an estate for life, for Copyhold estates as a necessary consequence upon the custom, shall be directed by the rules of law, unless within the Manor, there be a special custom to the contrary: as that *sibi et suis*, or *sibi et assignatis*, or such like words shall create a fee. 4 *Co.* 29.

What
person
may ac-
cept such
surrender,
and

A Copyholder may surrender to a disseisor, abator, intruder, tenant at sufferance, or any other that have defeasible titles, and their admittance will be good and shall bind him, who hath right, for that, such particular tenants are compellable to do, and it was no more than the rightful lord must have done. *Bac. Abr.*

A surrender to the steward to the use of the steward is good, to give the steward an interest, for the surrender is to the lord, and not to the steward. *Cro. Eliz.* 717.

Where
surrender
shall be
made.

Generally speaking, all surrenders should be made in open court, but by special custom surrenders may be well taken by the lord, the steward or two Copyhold tenants out of court, And the lord, and steward, by a like special custom

custom may even take a surrender of a Copyhold out of the Manor. *Houfey and Wilde M. 13, Jac.* And they may take a surrender from a *feme covert* out of court, though such a surrender may not be made to two Copyhold or customary tenants, because she must be secretly examined by the steward, unless there should be a special custom for her to be examined before two tenants. It should however be observed, that the power of examination by two tenants, is by no means incident to the power to two tenants, to take a surrender out of court. There must be a special custom.

A Copyholder may also surrender to the use of another on condition, as to pay the surrenderee a sum of money at a time to come. *Wades case, 5 Rep.* And this by custom he may do, as well out of court into the hands of the steward, or two Copyhold or customary tenants, as in court.

Such surrenders, however, when made out of court, in order to be made effectual, must be presented in court, by the person or persons, who took them at the next general court to be holden for the Manor; for the presentment is the notice to the lord and tenants of the act.

CHAPTER XVI.

Where the want of a Surrender, or a defective Surrender will be supplied in Equity.

ALTHOUGH Copyholds, by the strict rules of the common law can only be conveyed by surrender, yet in equity the rule receives a relaxation. *Bac. Abr.* And the want of a surrender, or a defective surrender, will be supplied in equity in the several following instances.

In favor
of pur-
chasers.

Equity will supply the want of a surrender, or a defective one, in favor of purchasers, as if *A.* contracts with *B.* for the purchase of a Copyhold estate, and pays the purchase money, and *B.* agrees to surrender the premises at the next court, but dies before the next court, or before any surrender made, equity will here supply the want of a surrender. *Barker v. Hill, 2 Chan. Rep. 218.*

A tenant in tail of the trust of a Copyhold estate, with remainder over and the trustees refusing to surrender the legal estate to him, he
brings

brings his bill to compel them; and pending that suit he goes to the lord's court and offers to surrender, but is refused, not having the legal estate, and thereupon he makes his will, and devises his estate to his wife and children: the court conceiving the will sufficient to bar the intail of a trust, and he having done all he could, decreed the estate to go according to the will. 2 *Vern.* 585.

Equity will also supply the want of a surrender, ^{In favor of Creditors.} or a defective one in favor of creditors. As where a man devises Copyhold lands for payment of his debts, this will be good without a surrender. But if a man seized of freehold and Copyhold lands, devises both for payment of debts and legacies, but the copy was not surrendered to the use of his will, and the freehold was sufficient for the debts: and the question was whether the court would supply the want of a surrender, and lay the legacies on the freehold and the debts on the Copyhold; as when there are simple contract creditors and bond or judgment creditors, and personal assets not sufficient to pay both, the master of the rolls held that the want of a surrender could not be supplied for the sake of the legatees, and he said it was never yet done, especially as where they are mere strangers. *Refter and Stock, Eq. case Abr.* 123. *But see Bixby v. Eley, 2 Brown Chan. Cas.* And where a man devised all his real and personal estate for the payment

ment of his debts, the lord chancellor refused to supply the want of a surrender as to his Copyholds, because it did not sufficiently appear to have been his intention to charge those. *Abr. Eq.* 124.

One, by will, charges all his worldly estate with his debts, and dies seized of freehold and Copyhold estates, which he particularly disposes of by his will; the Copyhold, though not surrendered to the use of the will, shall yet be applied to the payment of the debts *pari passu*, with the freehold. 3 *Peere Wms.* 96.

Where one by will charges his Copyhold land with payment of his debts, equity will, in case the testator dies without having surrendered his Copyhold to the use of his will, supply the want of a surrender; but if it be but an equitable charge, so that the legal estate of the premises descends to the heir, it seems that the creditors in a bill brought by them in order to compel a sale for payment of their debts, should make the heir a party, otherwise the legal estate cannot be conveyed to a purchaser. 3 *Peere Wms.* 97. 322.

One devises all his real estate to pay debts, having part Freehold and part Copyhold, and dies without having surrendered the Copyhold to the use of his will, if the Freehold be not sufficient to pay debts, the Copyhold, being real estate, shall be liable. 1. *Peere Wms.* 443. And in a recent case, before referred to, *Bixby v. Eley*, 2 *Brown's Chan.*

Chan. Cases, it was finally decided, that a surrender of Copyhold should be supplied in favour of creditors, even though there was freehold specifically devised by the same will.

Equity will also supply the want of a surrender, ^{In favor} of a defective one, in favour of younger children, ^{of} against an heir at law, but, if the case be so circumstanced, that by that means the younger children would be in a better condition than the heir at law, equity will not interpose. *Vern.* 132. 163.

It has been held that where a younger child comes into equity, to have the want of a surrender of a Copyhold supplied, he must be wholly unprovided for, or have but a very slight provision: But the court has supplied the want of a surrender against the heir at law, where all the children have been well provided for, because the father was the best judge in what manner to provide for his children. *Mosely Rep.* 370.

Equity will supply the want of a surrender, as ^{In favor} well for an elder son, as a younger, in case of ^{of an elder son in} gavel-kind Copyhold. 2 *Vern.* 163.] ^{gavel-kind.}

But where a man devised his Copyhold, being borough English, to his eldest son, and devised houses to his younger son, which houses were soon afterwards burnt down, and never entered upon by the younger son; and as this case was circumstanced, the court would not supply the want

want of a surrender in favor of the eldest son.
Cooper and Cooper, 2 Vern. 265.

In favor
 of grand-
 children.
 Quere.

It has been held that equity will not supply the want of a surrender in favor of a grand-child, or a collateral relation. And the decree of Lord *Somers*, that the want of a surrender should be supplied in favor of a grandson, (it depending on the same law of nature and reason) was reversed in the House of Lords. *Prec. Chan. 475.* But in the case of *Watts v. Bullas, 1 Peere Wms. 61.* the master of the rolls said, that it was his opinion, a devise of a Copyhold without a surrender, ought to be made good for grand-children as well as children, and if the same case were to come now into the House of Lords, it would be so ruled, and that he had and would decree it so. And in a recent case, *Chapman v. Gibson, Brown's Rep.* The master of the rolls, in his judgment said, he could not see why a grand-child should not have the same equity, for the statute of *Elizabeth*, made it compulsory for a grand-father to provide for him.

In favor
 of a wife.

Where a Copyhold is devised to the wife, the court will supply the want of a surrender, even though she has a provision under a settlement. *Smith v. Baker, 1 Atk. 386. 2 Vezey 165. 582.*

A testator devised all his estate whatsoever and wheresoever, and of what nature and kind soever, unto his wife; he had only Copyhold estate, which he did not surrender. His heirs at law were

a ne-

a nephew and niece, who took no provision under the will, but were otherwise provided for. The Master of the Rolls said, whenever a man having power over an estate, whether by ownership or not, in discharge of moral or natural obligations, shews an intention to execute such power, the court will operate on the conscience of the heir to make him perfect this intention, and decreed a surrender in favor of the wife.

Chapman v. Gibson. 3 *Brown Rep. in Chan.*

But equity will not supply either the want of a surrender, or a defective surrender in favor of natural children.

In the case of a natural daughter, the Court of Chancery refused to supply the want of a surrender, for though the father might have great affection for such child, and might by the law of nature be obliged to provide for it, yet such a one was not to be considered as a child in law; nor will such affection raise an use at law for such child; for in a civil society, where the solemnities of marriage are established, it would be absurd in the court to allow privileges to children not born within those rules. *Eq. Cas. Abr.* 123. *Gilb. Eq. Rep.* 139.

Equity will supply the want of a surrender, or a defective surrender in the case of mortgages.

If Copyhold lands are in mortgage, the mortgagor may devise the equity of redemption, without any surrender, for he has no estate in

them

them whereof he can make any surrender. *Preb. Chan.* 322. 3 *Peere Williams* 358.

A cestuique trust of a Copyhold estate having an equitable interest only, may devise it without surrender. 2 *Vern.* 680.

A man, seized of a Copyhold estate, borrowed 400*l.* of the plaintiff, and surrendered into the hands of two customary tenants, the Copyhold in question, to be presented at the next court, défeasible on paying the 400*l.* and interest: The mortgagor paid the interest for four years together, but no care was taken to get the surrender presented, and in the mean time the mortgagor became a bankrupt, and died intestate and insolvent. After his death the surrender was tendered, but the homage refused to present it, because by the custom of the Manor, all surrenders were to be void, if not presented within twelve months after they were made, and the lord chancellor (though he at first doubted) decreed that the surrender should be supplied against the assignees. 2 *Vern.* 565.

A lent B. 200*l.* on a surrender of Copyhold lands, which A. neglected to get presented at the next court, and was therefore void, according to the custom of the Manor, though B. afterwards sold these lands to I. S. who took a surrender, which he presented and was admitted; yet he having notice of A's right, lord chancellor decreed

creed against him, and that *A*'s defective surrender should be made good. 2 *Vern.* 609.

In the case of a devise to a charitable use, the courts of equity will supply the want of a surrender and go upon the word appoint, in the statute of charitable uses. *Bac. Abr.* In favor of a charitable use.

If Copyhold lands are devised to a charity, they shall pass without surrender, and shall bind the heir, but the lord shall not lose his fine. *Duke's Charity. Bac. Abr.*

In case of necessity, equity will supply the want of a surrender, as where the King or lord of a Manor grants the fee simple of the Copyhold estate, to one in fee, there the Copyholders cannot convey, because the alienee hath no court, in which he can take surrenders, &c. but least this should turn to the prejudice of the Copyholders, Chancery will supply the defect, and make good the alienation. 2 *Co.* 17. 4 *Co.* 25. *Cro. E.* 252. 443. In some cases of necessity.

CHAPTER XVII.

Of the Presentment.

What it
is:

When to
be made.

BY the presentment, the court is informed of whatever hath happened out of court, relative to the Manor: and by the general custom of Manors, the presentment must be made at the next court baron immediately after the surrender, otherwise it is void. But by special custom obtaining in some places, it will be good, though made at the second, or even at the third court. *Moore v. Moore*, 2 *Vezey* 596. The reason of this, Lord Chief Baron *Gilbert* observes, seems to be, to prevent disputes: "For if an old surrender might be trumped up at any time, it would defeat any after charges made by him that surrendered, which charges would appear to be good enough, since he is *terre tenant*, and continues possession, and the surrenderor could not be known."—The whole surrender ought to be presented; and the presentment, says Sir *Edward Coke*, "must be brought into court by the same persons who took the surrender, and
" be

“ be there presented by the homage, and in all Should
 “ points material, must correspond with the true corre-
 “ tenor of the surrender.” And therefore, if spond
 the surrender be conditional, and the presentment if with the
 be absolute, both the surrender, and present- surrender.
 ment; and admittance, thereupon are wholly void.

Co. Cap.—It should be observed, however, that this is not literally true; for if the person die who took the surrender, yet if presentment be made of the surrender by any body, and admittance thereupon, it seems well enough, for it was known that there was a surrender; and if the presentment should be void, yet the admittance is good enough without it, *See Vin. Abr. Tit. Copyb. 70.*

But if the conditional surrender be presented, and the steward in entering of it omitteth the condition, yet upon sufficient proof made in court, the surrender shall not be avoided, but the roll amended. And this shall be no conclusion to the party to plead or give in evidence, the truth of the matter. *Co. Copybolder.*

“ If a man surrenders out of court, and dies
 “ before presentment, and presentment is made
 “ after his death, according to the custom, this
 “ is sufficient; so, if he to whose use the present-
 “ ment is made, dieth before presentment, yet
 “ upon presentment made after his death, ac-
 “ cording to the custom, the heir shall be admit-
 “ ted. And so, if I. surrender out of court to

“ the use of one for life, the renderor and the let-
 “ fee for life dieth before presentment, yet upon
 “ presentment made, he in the remainder shall
 “ be admitted; and so if *I.* surrender to two
 “ jointly, and one dieth before presentment, the
 “ other shall be admitted to the whole. *Co. Copb.*

“ The same law is, if those into whose hands
 “ the surrender is made, die before presentment,
 “ for upon sufficient proof in court, that such a
 “ surrender was made, the lord shall be com-
 “ pelled to admit accordingly. And if the stew-
 “ ard, the bailiff, or the tenants, into whose
 “ hands the surrender is made, refuse to present,
 “ upon a petition, or bill, exhibited in the lord’s
 “ court, the party grieved shall find relief; but if
 “ the lord will not do him right, he may both sue
 “ the lord and them that took the surrender in
 “ the chancery, and shall there find relief.” *Co.*
Copyholder.

In all these cases, however, there must be an
 express custom for it, otherwise, after a surren-
 der, till presentment, the estate remains in the
 surrenderor, for nothing passes till presentment
 and admittance, the surrender being merely a
 thing executory. *Cro. E. 349. 1 Rol. 502.*

If made
at the next
court af-
ter the
death of
the sur-
renderor,
good.

It has been held that the presentment of a sur-
 render to the use of a will, if made at the next
 court after the death of the surrenderor, though
 not made at the court next after the surrender is
 made, is good. *Vide Com. Dig. Tit. Copyb.*

As

As presentment is necessary for the lord's information, in all points that do not come within his own notice and observation, the jury, or homage, are bound to make presentments of every thing that has passed, as well out of court as in court, within the Manor, since the time of holding the last court. Every surrender, however, taken out of court, must be presented before an admittance can be made thereupon; and though it has not been any where judicially decided, that a presentment of an offence is absolutely necessary, before the lord can seize for a forfeiture, or bring an action for the recovery of a fine or penalty, yet as being the safer mode, it is always advisable to have a presentment.

CHAPTER XII,

Of the Admittance.

What it
is.

Of three
sorts.

ADMITTANCE is the completion or perfection of Copyhold assurances, and is of three sorts: namely, admittance on voluntary grants, admittance upon surrender from the former tenant, and admittance upon a descent from the ancestor.

Admittances on Voluntary Grants.

Volunta-
ry admit-
tance.

In a voluntary grant and admittance, the lord is an instrument; for though it is in his power to keep the land in his own hands, or to dispose of it at his pleasure, and to that intent, he may be reputed as absolute owner; yet because in disposing of it, he is bound to observe the custom precisely in every point, and can neither in estate or tenure, bring in any alteration in this respect, the law accounts him. *Customs Instrument. See Co. Copyholder.*

If a Copyhold for life falls into the lord's hands by the tenants death, though the lord may destroy the tenure and enfranchise the land, yet if he grants it out again, by copy, he cannot alter the ancient rent, or make the smallest variation in other respects. *Co. Copyholder.*

Admittance on Surrender.

In admittance on surrender of another, the Lord is considered wholly as an instrument, and to no intent reputed owner; and the party admitted, shall be subject to no other charges or incumbrances of the lord, for he claims his estate not under the lord, but under the party that made the surrender. *Co. Copyholder.*

The lord is bound to admit the surrenderee, and if he refuses he shall be compelled in chancery, for admissions are now of right, though formerly perhaps of grace. So held by *Wilmot, C. J. in the case of Holder on the demise, of Suly- and v. Preston E. G. 3.*

It has been frequently determined, that no action on the case will lie against the lord if he refuses to admit, and it has been held, that there is no remedy but in equity. 2 *Cro.* 368. 1 *Roll.* 108. 2 *Bul.* 337.

But it has been since decided, that the court will grant a *mandamus* upon the application of the surrenderee; for though in the case of *King v. Rennett*, 2 *Term. Rep.* 197. before mentioned a

mandamus was refused to a Copyholder claiming by descent, because he had a sufficient title without admittance, yet in the other case before mentioned, of *The King against the lord of the Manor of Hendon, and Richard Troward Steward of the Manor. Term Rep.* 484. The court did grant the *mandamus* to compel the lord to admit a purchaser.

Admittance on Descent,

Wherever a right is transferred upon death, on descent, there must be an admittance. 1 *Burr.* 213.

As in admittances upon surrenders, so in admittances upon descents, the lord is used as a mere instrument; and no manner of interest passeth out of him; and therefore neither in the one, nor in the other, is any respect had unto the quality of his estate in the Manor; for whether he hath it by right or by wrong, it is not material; these admittances shall never be called in question for the lord's title, because they are judicial acts, which every lord is enjoined to execute. *Co. Copyholder.*

Admittances upon surrender, differ from admittances upon descents in this; that in the admittances upon surrender, nothing is vested in the grantee before admittance, no more than in voluntary admittances; but in admittances upon descents, the heir is tenant by copy, immediately upon the death of his ancestor; not indeed to all
intents

intents and purposes; for peradventure he cannot be sworn of the homage before, neither can he maintain a plaint in the nature of an assize in the lord's court before, because till then he is not complete tenant to the lord, no farther forth than the lord pleaseth to allow him for his tenant. So that though to all intents and purposes, the heir 'till admittance is not complete tenant: yet to most intents, especially as to strangers, the lord taketh notice of him as of a perfect tenant of land instantly, upon the death of his ancestor.

For he may enter into the land before admittance, ^{What acts may be done before admittance,} take the profits, punish any trespass done upon the ground, surrender into the hands of the lord, to whose use he pleaseth, satisfying the lord for his fine, due upon the descent, and by estoppel he may prejudice himself of his inheritance.
Co. Copb.

There shall be a *possessio fratus* before admittance; for if a Copyholder in fee have issue, a son and a daughter by one venter, and a son by another venter, and dieth seized, and his son by the first venter entereth into the land, and dieth before admittance, the daughter shall inherit as heir to the brother, and not the son by the second venter, as heir to his father. *Co. Copyholder.*

A widow having her widow's estate, may make a lease before admittance, for the law vested the estate in her, and no fine is due to the lord. *Noy.*

What

What acts amount to an Admittance.

Any thing that expresse the lord's consent to a surrender, amounts to an admittance; for if his consent to take the surrenderee, as his tenant appears, it does not seem material, whether it be done by a *dominus concessit et admissus est*, or by other acts which amount to as much. See *Bac. Abr.*

Acceptance of rent from the surrenderee; when the lord had notice of the surrender, has been held to be a good admittance, *Godb. 268. S. C.*

Acceptance of a fine, of one as of a Copyholder amounts to an admittance. 3 *Bulst. 239.*

Admittance of tenant for life, admittance of him in remainder.

The admittance of tenant for life or years, shall be an admittance of all in remainder, for that they are but one estate. The estate is bound by the surrender, and shall go to them in remainder. *Mod. Rep.* A father Copyholder in fee, makes a surrender to the use of himself for life, and after to the use of his son for life, and after to the use of his last will. The father is admitted and dies, and afterwards the lord pretending cause of forfeiture, grants it to a stranger, in this case,
two

two points were adjudged ; first, that the admittance of a tenant for life, was admittance of him in the remainder, but not to prejudice the lord of his fine : Second, It was adjudged that the fee simple of the Copyhold being limited to the use of his will, remained in the Copyholder, and not in the lord. *Co. Rep.*

Admittance compulsory.

In all Manors, admittance is compulsory : For, as the admittance of the heir is for the benefit of the lord, to intitle him to his fine, rather than for the strengthening and compleating the heir's title, if the heir might refuse to be admitted, the lord would be defrauded of his fine.—
“ But the custom (says Sir *Edward Coke*) is in
“ every Manor, in this point, compulsory :
“ For, either upon pain of forfeiture of their
“ Copyhold, or of incurring some great penalty,
“ the heirs and Copyholders are enforced in every
“ Manor to come into court, and be admitted
“ according to the custom, within a short time
“ after notice given of their ancestor's decease.”
Co. Copyholder, 41. It must however be observed, that although admittance is said to be in all Manors compulsory, the lord can have no right to compel any person to be admitted, but such only as by the act of God, or by the act of the parties, are substituted at law, into the tenure ;

nure, and therefore, where there is a mere naked power, and no vested interest, no admittance is necessary.

Some
cases in
which ad-
mittance
is not ne-
cessary.

As if there be a surrender to such uses as *A.* shall appoint, it is by no means necessary that *A.* should be admitted. Or if a testator by his will directs that his executors should sell his estate, but does not devise his estate to them, it is not necessary that they should be admitted, because the purchasers take immediately under the will. See the case of *Holder on the demise of Sulyard & Preston*, in 2 *Wilson* 400.

In some Manors the custom is for the heir to come in and be admitted at the very next court, in others not until the third court day.

After proclamation made on so many court days, if the Copyholders do not come in, the lords may seize upon their lands: And this he may do *quousque*, without a special custom. 1 *Lev.* 63.

But till presentment of the death, and proclamation thereupon, the heir need not be admitted. 1 *Leo.* 100. 3 *Leo.* 221. 2 *Atkyns* 449.

And infants and *feme covert*s, by statute 9, *Geo. I. c.* 29. may be admitted to Copyhold estates, by their attorney or guardian: and in default of appearance of such infants, and *feme covert*s, in their own persons, or by their guardians or attorneys, after three general courts to be holden for the Manor, and proclamation made, the lords and stewards may appoint any fit person

son to be guardian or attorney for such infant or *feme covert*; and may, by such guardian or attorney, admit such infant, or *feme covert*, and impose such fines as if they had been of full age, and unmarried; and by the same act sufficient remedy is given to the lords for recovery of such fines. *See a copy of this act in the Appendix.*

Though it is very usual for the lord to admit by attorney, and such admittance is good, it is notwithstanding a matter of doubt, whether the lord may not refuse to do it, because the corporal service of fealty, is due from every Copyholder, and this seems to be a good reason for his refusing it.

Although by the before-mentioned statute, 9 *George I. c. 29.* infants may be admitted by their guardians or attornies, it must be observed that this is only where the infants do not come into court, for if they can come to the court they are to be admitted themselves, and not be admitted by their guardian: And if an infant having no guardian appointed by will, comes to be admitted, in those Manors where the custom permits it, the lord, by his steward, shall appoint some one to be his guardian.

It is worthy of observation, that the doctrine of admittance being compulsory, seems to have been confined to the heir: And in the case cited from *Wilson's Reports*, no admittance was held to be necessary, because in the instances there put, there

are necessary to constitute a court, and there are almost always enough to be found on the spot, a notice is seldom or ever given.

When the steward and suitors are met, the steward enters in his minute book, from which he afterwards makes out the court rolls, the style of the court, which should contain the time and place, the name of the lord or lords, lady or ladies of the Manor, and before what steward it is held. After the style is entered the steward should then cause the bailiff to make proclamation, calling on the suitors and tenants to appear and do their suit and service. If it be a court leet, three proclamations should be made, but if it be a court baron, then only one need be made. After the proclamation made, the suitors or respondents should be called over by name. This step should never be omitted, as it is the most certain method of informing the lord, who of his tenants are alive or not. *Kit. 6. B.* Then a second proclamation should be made, and after which the steward should say, if any one will be essoigned, or enter plaint, let him come in. *Kit. 7. a.* This is now indeed, little more than mere matter of form. By essoign is meant an allegation of an excuse for a person summoned not attending; for as the steward had power, * as in some in-

* See the Treatise referred to in the note, page 59, of this book.

stances, he now has, a power of fining the suitors for their non-attendance, he was to judge of the sufficiency of the excuse.

And although a court baron may hold plea of actions personal, where the debt or damages are under forty shillings, still these actions are now very rarely indeed, if ever, brought in this court.

The third proclamation should be then made, and the jury and homage sworn; after which the steward should give them a charge, and this should consist principally in admonishing them.

First, To present the deaths of tenants that have happened since the last court, and who are their heirs to succeed them in their estates; who is the next life to be admitted, and whether any and what profit, accrues to the lord by such death, such as relief, heriot, &c.

Secondly, to present suitors, who make default, in attending the court, and doing their suit and service.

Thirdly, to present the forfeiture of any tenant, by alienation, by waste of any kind, such as cutting timber and the like; by leasing without licence, committing treason, felony or the like.

Fourthly, subtraction or withholding of lands or services from the lord.

Fifthly, All incroachments or trespasses in the lord's demesnes, or on the waste lands of the

M

Manor,

Manor, or on the lands of any of the other tenants.

Sixthly, inclosure, or surcharge, or overstocking of the common.

And lastly, Any sort of nuisance or offence committed within the bounds of the Manor, inquirable, presentable, and punishable, by the authority of the court.

These are the principal, and almost only necessary objects to give in charge, since the jurisdiction of these courts has been so much abridged.

After the charge is given, the homage or jury, have till the rising of the court to make their presentments, but for the most part they generally come ready prepared with them, and deliver a copy of them, signed by the several tenants to the steward, to enter in his court rolls.

If the death of any tenant is presented, an entry of it should be immediately made on the court rolls, and proclamation should be made for the person next intitled to come in and be admitted tenant, as the next heir, or devisee, or the next life in the copy, or the widow of the deceased, where, by the custom of the Manor, she is entitled to her free bench, or widow's estate.

An entry should likewise be made by the steward of the profit accruing to the lord, by such death, such as the customary relief, heriot, &c.

Entries should also be carefully and regularly made by him of the non-attendance of the
suits,

suitors, and every other matter presented by the homage or jury, in order to their being proceeded upon and punished by the court. Any by-laws*, or orders which may be made at the court, for the repairing of bridges, highways, &c. should also be entered on the rolls, and a copy thereof should be made and signed by the tenants: except where the custom is, that the steward may make by-laws and ordinances; and such a custom has been held to be good.

The several officers of the court, such as constable, tythingman, hayward, pindar, swine ringer, &c. in Manors where any of these officers are usually appointed, should be sworn by the steward into their respective offices, for the ensuing year: And the several tenants ought to pay up their quit rents to the bailiff, in the court, as they are otherwise often lost for want of proper attention.

* It has been often determined that the inhabitants of a parish, village, or township, or the major part of them together, in the court leet, or court baron, or otherwise by the mutual consent and agreement of such major part, may make any ordinances, by-laws, or orders, for the better government of the place, as for the repairing churches, bridges, highways, or otherwise for the public good, and being made by the major part, will not only bind those who did agree to them, but all others within such parish, village, or township.

When one is amerced, or a penalty or pecuniary mulct is inflicted for any offence by the homage, unless the party immediately submits, and pays it into court, it is the practice to assess it, which is, that the jury or homage shall assess, or in other words to declare upon their oaths, the penalty that they in their conscience think the offender hath deserved. If, therefore, the penalty assessed by the jurors, for any offence, should be thought too heavy, they have a power of mitigation. And it is not only adviseable, but absolutely necessary, that every amercement or pecuniary mulct of this sort, should be assessed, before any action be commenced for the recovery of such amercement, or pecuniary mulct. But a fine or penalty imposed by the lord or his steward, need not be assessed. *Vide p. 55.*

When this part of the business of the court has been gone through, the steward should then call on the persons intitled to be admitted, either as heir, or devisee in a Copyhold estate of inheritance, or in a Copyhold held by lives, for the life next intitled, and where the custom of the Manor allows the widow's estate, or free bench, for the widow to come in and be admitted, and pay their respective fines and fees.

And when the business of the court is quite completed, the steward by proclamation then adjourns it either to a certain time and place, if any other matters are expected to arise, or dismisses

misses the tenants at once, by not requiring their personal attendance again without a fresh summons.

Though the several courts are all perfectly distinct, as has been before observed, the mode of holding them is the same in all, except in the few points which will be noticed in the entry of the proceedings in the Appendix.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in financial matters. The text suggests that organizations should implement robust systems to track and document every aspect of their operations, from procurement to sales.

2. The second section addresses the challenges associated with data management and security. It highlights the need for organizations to protect sensitive information from unauthorized access and potential breaches. The text recommends the use of secure storage solutions and the implementation of strict access controls to ensure that data remains confidential and intact.

3. The third part of the document focuses on the importance of regular audits and reviews. It states that periodic assessments are necessary to identify areas for improvement and to ensure that all processes are functioning as intended. The text encourages organizations to conduct both internal and external audits to maintain high standards of performance and compliance.

4. The final section discusses the role of technology in modern business operations. It notes that while technology offers numerous benefits, it also introduces new risks and complexities. The text advises organizations to stay updated on the latest technological advancements and to invest in training to ensure that their workforce is equipped to handle the challenges of a digital environment.

APPENDIX.

The form and method of holding a Court Leet, Court Baron, and Customary Court in a Copyhold estate of inheritance, where the three courts are held at the same time, together with an entry of the proceedings in the rolls of the court.

Manor of A. in the } **T**HE Court Leet, Court Baron, *county of B.* } and Customary Court of the right honourable the earl of C. lord of the Manor of A. held in and for the said Manor, the twenty-first day of ^{Style of} January, in the thirty-fourth year of the reign of his ^{the court.} majesty King George the Third, and in the year of our lord, one thousand, seven hundred and ninety-four, before R. B. Esq. steward.

Jury. A. B. }	N. O. }	Homage R. S. }	Sworn.
C. D. }	P. Q. }	T. T. }	
E. F. }	R. S. }	G. H. }	
G. H. } Sworn.	T. U. }		
I. K. }	W. X. }		
L. M. }	Y. Z. }		

Pre-

Proclamation at the opening of the court by the bailiff or crier.

If a hundred court, or court baron, All manner of persons that do owe suit and service to this court leet and law day, now to be holden in and for this hundred of *A.* or to this court baron of the right honourable the earl of *C.* now to be holden in and for this Manor of *A.* in the said county of *B.* draw near, and give your attendance and answer to your names.

If it be a court leet, this court leet and court baron of the right honourable and court baron of the Manor of *A.* draw near and give your attendance and answer to your names.

The steward then calls the jury and gives his charge.

Jury returned. You good men that are returned to inquire for our sovereign lord the king answer to your names,

Foreman's oath.

Court leet jury sworn.

You, as foreman of this jury, with the rest of your fellows, shall inquire, and true presentment make of all such matters and things as shall be given to you in charge.

The King's council, your own, and your fellows, you shall well and truly keep; you shall present nothing out of hatred or malice, nor shall conceal any thing out of fear, favour or affection; but in all things you shall well and truly present as the same shall come to your knowledge.

So help you GOD.

The rest of the jury may then be sworn by four at a time, thus:—"The like oath that *C. D.* your foreman hath taken on his part to observe and keep

keep, you, and each of you, on your respective parts shall observe and keep.

So help you GOD.

You that are the lords tenants and are returned to be ^{Calling} of the homage, answer to your names. <sup>the ho-
mae</sup>

You as foreman of this homage, with the rest of your fellows, shall inquire and true presentment make (as the <sup>Fore-
man's</sup> oath of the foreman of the court leet jury) omitting the oath, words (King's council,)

The other homagers may be sworn by four at a time, also as the jury in the court leet—after which the steward may swear the respective officers;

Constables oath to present.

You shall inquire, and true presentment make of the several offences committed in your constablewick since the last court, as have come to your knowledge.

So help you GOD,

Constables oath for serving the ensuing year.

You shall well and truly serve our sovereign lord the King, and the lord of this leet, in the office of a constable, in and for this hundred of B. until you be thereof discharged, according to due course of law; you shall well and truly do and execute all things belonging to your office according to the best of your knowledge.

So help you GOD.

The Hayward's oath.

You shall well and truly serve the lord of this Manor, in the office of hayward for the year ensuing

A P P E N D I X.

suing. You shall duly execute all such process as shall be directed to you from this court. You shall from time to time signify and present all such pound breaches as shall happen to be made during your continuance in your office, and in all things well and truly demean and behave yourself in the said office.

So help you GOD.

The Affeerer's oath.

You shall well and truly affeer and affirm the several amerciements here made and now to you remembered. You shall spare no one out of love, fear, or affection, nor raise or inhanche any one out of malice or hatred, but impartially shall do your duties herein,

So help you GOD;

Court adjourned.

All manner of persons that have farther to do at this court leet, or court baron, may from hence depart, and make their appearance here again, at two of the clock in the afternoon.

Court called at the time adjourned.

All manner of persons that were adjourned to appear at this time and place, draw near and give your attendance and answer to your names,

Presentment of the homage.

First, the homage on their oath present all the Copyhold and customary tenants of this Manor, who have not appeared at this court to do their suit and service, and amerce them at sixpence each.

Tenants
not ap-
pearing
to do suit
of court.

Also

Also they present, that John R. was lately presented Ineroach-
and amerced at this court for an ineroachment on the ^{ment on} the waste,
lord's waste, and because he has not yet laid the same second of-
open therefore, they amerce him for such his second of-
fence to five shillings.

Also they present George I. for digging and inclosing Digging
part of the common belonging to this Manor, and in case and inclo-
the said George I. shall not lay the same open before the ^{ing the} common,
first day of *December* next ensuing, they amerce him to
five shillings.

Also they present, that A. B. since the last court, dug and Digging
inclosed parcel of the lord's waste, abutting upon the ^{and inclo-}
Copyhold or customary land of the said A. B. being, &c. ^{ing the} lord's
and that in case the said A. B. shall not lay open the said waste.
parcel of waste before the first day of *December* next en-
suing, he shall forfeit to the lord of the said Manor five
shillings.

Also they present C. D. for the like offence, and ^{Like of-}
amerce him to five shillings in case as above, ^{fence.}

Also they present E. F. tenant of S. R. for digging the Digging
waste ground of the lord of this Manor to the quantity of ^{the lord's}
ten perches or thereabouts, and they amerce him to twen-
ty shillings for such offence.

Also they present G. H. the elder, for the like offence, ^{Like of-}
to the quantity of six perches, and amerce him to ten ^{fence.}
shillings.

Also they present, that since the last court, and before Lopping
this court, W. S. unlawfully lopped two trees growing ^{trees on}
upon the common, without leave of the lord of the Manor. ^{the waste.}
Therefore he is in mercy three shillings and fourpence,
and

and that *L. A.* unlawfully fopped two other trees upon the common of the said Manor. Therefore he is in mercy two shillings and sixpence.

For depasturing cattle on the waste. Also they present *E. W.* for depasturing the herbage growing upon the waste of the lord of this Manor with sheep and other beasts. And they amerce him to twelve and sixpence for the said offence.

For tenants not attending being duly summoned. Also they present *W. B.* and *C. D.* tenants by copy of court roll of this Manor, for not attending at this court to do their suit and service, being lawfully summoned so to do.

Herriot on the death of a tenant. Also they present, that a herriot is due to the lord of this Manor on the death of *K. L.* gentleman, for a certain close of land, called *C.* belonging to a customary tenement, late of the said *K. L.* deceased, lying, &c.

The death of a freeholder. Also they present, that *A. B.* who was a freeholder of this Manor, of one messuage and five acres of land with the appurtenances in *B.* within the said Manor, by fealty, suit of court, and yearly rent of four shillings, died since the last court, seized of such estate therein, and that one *G. B.* is his son and next heir.

Death of a freeholder presented, and order for the heir to appear and do fealty. At this court, the homage on their oaths present, that *T. G.* Esq. who held to him and his heirs of the lord of this Manor, by fealty and sixpence rent, one messuage or tenement, and sixty acres of land with the appurtenances, died, seized thereof since the last court, whereupon there fell to the lord for a relief, &c. And that *A. G.* is the only son and heir of the said *T. G.* therefore it was commanded, that the said *A. G.* come in his proper person at

the

the next general court to be holden for this Manor, and pay the said relief and do his fealty to the lord.

At this court came *A. G.* in his proper person, and did Admitt-
fealty to the lord, for one messuage or tenement and sixty on of a
acres of land, with the appurtenances in — in free and freehold
common socage by the yearly rent, *£c.* and other ser- or on pay-
vices therefore due and of right accustomed, whereof ing relief.
his father *T. G.* lately died seized, as was presented by the
homage at a court baron, holden for the said Manor, on
the — day of —. And the said *A. G.* gave to the
lord for a relief, *£c.* And is thereupon admitted tenant.*

* When a tenant is admitted, the steward holds in his hand, a rod or wand, glove or other symbol, and then says,
“ I, as steward of this Manor, admit you tenant (either as
“ heir on a descent, or tenant on a purchase, *£c.* as the case
“ may be) to hold to you, your heirs and assigns for ever,
“ if in fee or otherwise, as the grant may be at the will of
“ the lord, according to the custom of the Manor. By the
“ rents, duties, and services therefore due, and of right
“ accustomed. And in token thereof I deliver you seizin
“ and possession by the rod.” And then he delivers the
tenant the rod, or other symbol—The oath of fealty should
then be administered by the steward, if the tenant hath not
before taken it. And the steward should then inform the
homage of the admission of the tenant, and of the nature of
his interest in the estate.

Also the said homage on their oaths present, that *J. A.* Order to
since the last court sold to *R. A.* a messuage or tenement distrain on
with the appurtenances containing by estimation two a purcha-
acres called *T.* and lying and being at — within the freehold ser of a
said Manor, which he held of the said Manor in free estate for
not doing
socage fealty.

homage by fealty, yearly rent and suit of court. And which said *R. A.* came not to do his fealty and pay his relief to the lord. Therefore the bailiff was commanded to distrain the said *R. A.* that he do appear at the next court, and do his fealty, and pay his relief to the lord.

Death of a Copyholder presented, and first proclamation recorded for the son to appear and be admitted. At this court the homage present, that *I. C.* late one of the customary tenants of this Manor, who held to him and his heirs of the lord, by the rod at the will of the lord, according to the custom of the said Manor, one messuage and four acres of land with the appurtenances heriotable, died seized thereof since the last court, and before this court, whereupon there became due to the lord a heriot, and they also present that *A. B.* an infant of the age of four years is his son and next heir, who though this first time solemnly called to appear in court to be admitted tenant to the said tenements with the appurtenances, did not appear, therefore his first default is recorded, &c.

The same for the next heir to appear and be admitted. At this court the homage present, that *I. K.* late one of the customary tenants of this Manor, who held of the lord to him and his heirs at the will of the lord, according to the custom of the said Manor, one customary messuage and six acres of land with the appurtenances died, seized thereof since the last court, and before this court, and that *E. K.* and *I. K.* are his next heirs, which heirs although this the first time solemnly called by proclamation to come here into court, and be admitted tenants to the said premises with the appurtenances according to the custom of this Manor, came not, but made default, therefore the first proclamation and their default is recorded, &c.

At

At this court the homage also present, that *I. K.* late one of the customary tenants of the said Manor, died since the last court, and before this court, upon which at this court the first proclamation was made three times, that if any one claims or challenges any estate, right, title or interest, of, in, or to any Copyhold or customary lands or tenements held of the said Manor of which the said *I. K.* died seized, he shall come and be admitted under the penalty of forfeiture to the lord of the said Manor, and none then came, &c.

The same for the heir to be admitted where it is not known who the heir is.

At this court it is found by the homage, that *A. B.* The same widow, customary tenant of this Manor, died since the last court, and before this court seized of the moiety of two messuages and tenements, and eighteen acres of land with the appurtenances, but who is the next heir is unknown, therefore at this court the first proclamation is made, that the heir of the said *A. B.* come here into court to take the said premises which are descended to him by the death of the said *A. B.* but nobody came, therefore, &c.

The same after another manner.

At this court the homage present, that *G. R.* late one of the Copyhold or customary tenants of this Manor, who held of the lord of this Manor, to him and his heirs, at the will of the lord, according to the custom of this Manor, one customary messuage or tenement with one croft of land customary and heriotable, called *J.* containing three acres, as also one acre of land lying at *C.* against a close called *L.* died seized thereof, since the last court, and before this court, and that *G. R.* is his son and next heir, who being present in court, humbly prayed of the lord to be admitted tenant of the

Death of a tenant and admission of the next heir.

tomaty

saïd tenements with the appurtenances to whom the lord by the steward aforefaid, granted seisin thereof by the rod, to have and to hold the saïd tenements with the appurtenances to him and his heirs for ever by the rod, at the will of the lord, according to the custom of the saïd Manor by the rents, duties, and services, therefore due and of right accustomed. For the grant whereof he gave to the lord for a fine, as by the court rolls, and is therefore admitted tenant, and did fealty to the lord for the same.

The Oath of Fealty.

You shall swear to become a true tenant to the honourable *W. A. Esq.* lord of this Manor, for the estate to which you are now admitted tenant, you shall from time to time, bear, pay, perform and discharge all such rents, duties, services and customs therefore due, and of right accustomed, you shall from time to time be ordered and justified in all things at the lord's courts, to be holden in and for the Manor of *B.* as other the tenants of the saïd Manor. for their respective estates, are, shall, or ought to be, and you shall in all things demean yourself as a faithful tenant ought to do.

So help you GOD.

Admission of the heir after the 2d and 3d proclamation: At a court holden for this Manor, on the — day of — the death of *A. B.* was presented, and that *C. D.* his only son and heir at law, ought to have come in and been admitted to all and singular the Copyhold or customary messuages, lands, tenements, and hereditaments of him the saïd *A. B.* held of this Manor, but the saïd *C. D.* although three times solemnly called, came not, therefore
the

the first proclamation, and his default was recorded. And afterwards a second general court held for this Manor, on the — day of —, a second proclamation was made for the said *C. D.* to come in and be admitted to the premises, but though again three times solemnly called, came not, therefore the second proclamation and his default was recorded. Now at this court upon the third proclamation being made in form aforesaid, the said *C. D.* in his proper person came here into court, and humbly prayed of the lord, to be admitted tenant to all and singular the said premises, that is to say to one messuage, barn, stable and garden. And also to seven acres of arable land, and also to thirteen acres of meadow or pasture land, situate, lying and being at *O.* within this Manor, to whom the lord by his steward granted *seisin* of the premises by the rod; to have and to hold, all and singular, the said premises with the appurtenances, unto the said *C. D.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by the rents, duties, and services, therefore due and of right accustomed for the grant, whereof the said *C. D.* gave to the lord for a fine as by the rolls, and was admitted tenant, and did fealty for the same accordingly.

At this court, after the first proclamation made at the last court, came *T. F.* one of the heirs of *T. F.* to wit, the eldest son and heir of *T. F.* and *A.* his wife, one of the daughters and co-heiresses of *J. T.* late one of the Copyhold or customary tenants of this Manor, who held to him and his heirs one messuage and four acres of customary land, lying near *C.* which said messuage, in the life time of the said *J. T.* was allotted by the said *J. T.* to the said *T. F.* for his part of the said tenements, and prayed of the lord to be admitted tenant thereto; to

After the first proclamation the heir appears and is admitted.

N

whom

whom the lord, by the steward, granted *seisin* of all and singular the said premises by the rod, to have and to hold to the said *T. F.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by the rents, duties and services therefore due, and of right accustomed, and he gave to the lord for a fine, as appears by the court rolls, and was thereupon admitted tenant, but his fealty was respited until hereafter.

Death of
a tenant
and ad-
mission of
the next
heir; an
infant.

At this court it is presented, by the said homage, that *A. B.* late one of the Copyhold or customary tenants of this Manor who held to him and his heirs, of the lord of the said Manor, by copy of the rolls of the court, according to the custom of the said Manor, one cottage or tenement, &c. with the appurtenances, by the yearly rent of *two shillings and sixpence*, fealty, suit of court, and other services, therefore due and of right accustomed, died so seized, and that *A. B.* the younger, is his son and heir, and now an infant of the age of seven years; which said *A. B.* the son, with *K. F.* his next friend, being present here in court, prayed of the lord to be admitted tenant to the said premises, with the appurtenances, to which the said *A. B.* the son, the lord by his said steward granted *seisin* thereof by the rod, to have and to hold all and singular the said premises, with the appurtenances, to the said *A. B.* the son, his heirs and assigns for ever, by the rod, at the will of the lord, according to the custom of the said Manor, by the yearly rent of *two shillings and sixpence*, fealty, suit of court, and all other duties and services therefore due and of right accustomed: And the said *A. B.* the son, gave to the lord a fine for such his estate and entry, as by the Rolls, and was admitted tenant; but his fealty was respited till hereafter.

After-

Afterwards, at this court, the lord of the Manor, by Guardian his steward, committed the custody of the body, and the wardship of the lands of the said *A. B.* who is under age, to wit, of the age of seven years or thereabouts, to the said *H. F.* his next friend as aforesaid, until the said *A. B.* shall come to the age of twenty-one years, and thereupon to render to the said *A. B.* a just and true account, &c.

At this court the homage present that *A. L.* one of the Copyhold or customary tenants of the said Manor died since the last court, to wit, on the 3d day of *February* last, and by his last will and testament in writing, to the use of which he had surrendered all his Copyhold and customary estate held of this Manor, and thereby gave and bequeathed all those two cottages, with the appurtenances, situate at *P.* within the said Manor, to the use and behoof of *A. B.* son of *W. B.* late of &c. deceased, an infant of the age of ten years, his heirs and assigns for ever; which said *A. B.* by *C. D.* his guardian, came here into court and prayed to be admitted tenant of the said premises, with the appurtenances, to whom the lord, by his said steward, granted *seisin* thereof by the rod, to have and to hold the said premises, with the appurtenances, to the said *A. B.* his heirs and assigns for ever, of the lord by the rod, at the will of the lord according to the custom of the said Manor, by the yearly rents, duties, and other services therefore due and of right accustomed, and the said *A. B.* gave by the said *C. D.* his guardian aforesaid, to the lord for a fine, for such his entry, as by the court rolls, and was by his said guardian admitted tenant, but his fealty was respited until, &c.

Death of a tenant and admission of the next heir of full age. And whereas at this court it was found and presented by the homage [that *A. P.* late a Copyhold or customary tenant of this Manor, who held to him and his heirs, a certain cottage, and half an acre of customary land, lying and being upon *S.* died a long time before this court, and that *W. P.* is his son and next heir. Now at this court came the said *W. P.* being of full age, there in his proper person and humbly prayed of the lord to be admitted tenant thereto, to hold to the said *W. P.* and his heirs and assigns for ever; to which said *W. P.* the lord by his said steward, granted and delivered *seisin* thereof by the rod, to have and to hold the said cottage and half an acre of land with the appurtenances, to the said *W. P.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by the rents, duties and services therefore due and of right accustomed, and the said *W. P.* paid to the lord for a fine, as appears by the court rolls, and did his fealty and was admitted tenant thereof, &c.

Seizure after the third proclamation recorded, the heir not appearing to take the land. At a court baron holden for this Manor, on the—— day of—— it was presented by the homage, that *A. B.* a Copyhold or customary tenant of this Manor was dead, and died seized of a Copyhold or customary messuage, &c. twenty acres of land, and that *R. B.* was his son and heir and of full age, to wit, of the age of twenty-one years and upwards, but because he came not to be admitted tenant to the said messuage or tenement and land, with the appurtenances thereunto belonging, therefore the first proclamation was made, that he should come into court for that purpose, otherwise they would be seized in the hands of the lord for want of a tenant; and also at a court held for the said Manor, on the —— day of —— the second proclamation was made to the same purpose, &c. and also a
another

another court held for the said Manor, on the——— day of——— the third proclamation was made, that the said *R. B.* should come into court for the purpose aforesaid, or otherwise, the said premises would be seized into the hands of the lord for want of a tenant, and because neither the said *R. B.* nor any one in his behalf, nor any other person having right to the said premises, came at the said last court; therefore *G. J.* bailiff of this Manor, and the officer of this court was commanded to enter into the said messuage or tenement and land with the appurtenances, and to seize the same into the hands of the lord, for want of a tenant. Now, at this court, the said *G. J.* came here into court, sitting the court, and said that he had entered into the said messuage and on the said land, with the appurtenances, and seized the said premises into the hands of the lord as he was commanded.

It being presented by the homage that *A. B.* a Copy-Admissi- hold tenant of this Manor, died since the last court, seized on of a of certain Copyhold premises within this Manor, that is widow to to say, to a messuage or tenement and one yard land, situ- her wi- dow's es- ate at *O.* within this Manor, leaving *C. B.* his widow; tate. at this court came the said *C. B.* widow, and prayed of the lord to be admitted to hold the said premises to her for the term of her widow's estate therein, according to the custom of the said Manor, and the lord, by his steward, granted her *seisin* of the said premises by the rod, to have and to hold the said premises, with the appurtenances unto the said *C. B.* for the term of her widow's estate therein, at the will of the lord, according to the custom of the said Manor, and she was so admitted accordingly.

Surrender and
release by
a widow
of her
free-
bench

At this court the homage presented that *C. B.* widow of *A. B.* deceased, late a Copyhold or customary tenant of this Manor, was admitted at a court held for this Manor, on the———day of———to certain Copyhold premises situate within this Manor, of which *A. B.* her late husband died seized (that is to say) to a messuage or tenement and one yard land with the appurtenances, situate at *O.* within this Manor, to hold the said premises to her for the term of her widow's estate therein, according to the custom of the said Manor. Now, at this court, came the said *C. B.* widow, and in open court surrendered into the hands of the lord of the said Manor, by the rod, by the hands and acceptance of his said steward, all that her said widow's estate, and all her right, title and demand whatsoever thereunto belonging, according to the custom of the said Manor, of and in all and singular the said Copyhold lands and premises held of the said Manor, by the said *A. B.* her late husband, deceased, to the use and behoof of *N. B.* his heirs and assigns for ever, he being in full and peaceable possession thereof, and thereof remised, released and for ever quit, claimed and discharged the said *N. B.* his heirs and assigns for ever. So that the said *C. B.* from henceforth shall not claim, challenge or demand any dower, free-bench,

• At the time of making a surrender, the person so making it holds in his hand (as the steward in admitting) a rod, wand, glove or other symbol; and upon saying "I surrender and yield up my Copyhold messuage or tenement, &c. into the hands of the lord, by the hands and acceptance of you his steward—To the use, &c. as the case may be) and in token thereof I deliver you this rod, &c." He delivers the wand, glove, or other symbol into the hands of the steward.

The same sort of ceremony must be observed when the surrender is made into the hands of two Copyhold tenants.

or

or widow's estate, of, in or to the said premises, or any part or parcel thereof, according to the custom of the said Manor, but therefrom and of and from all actions and demands, and such dower, free-bench or widow's estate, concerning the premises, shall be for ever precluded and barred by this present enrolment.

Whereas at a court baron holden for this Manor, on Admit-
the _____ day of _____ which was in the year of tance to a
our Lord *Christ* _____ *T. C.* and *B. C.* gentlemen, were devisee
admitted tenants of the said Manor, at the will of the lord, will, and
for the term of their respective lives, with remainder after the will
their respective deceases, to *D. C.* and the heirs of his and sur-
body begotten, and for default of such issue, then to *A. S.* cited.
sister of the said *D. C.* and her heirs for ever, and accord-
ing to the form and effect of the last will and testament
of *G. W.* gentleman, deceased, (to the use of which a sur-
render had been made) to one messuage or tenement, and
two crofts of land, containing by estimation five acres
called *H.* situate at *H. O.* within this Manor, one croft
of land called *M.* containing by estimation two acres and
one rood of land, lying at *P.* within this Manor, with
the appurtenances, as by the court rolls of the said court
will appear And whereas the said *T. C.* and *B. C.* are both
departed this life, and the said *D. C.* before this court also
died without issue of his body lawfully begotten; now, at
this court, after the second proclamation made, came the
said *A. S.* the wife of *P. S.* gentleman, and humbly
prayed to be admitted to the said premises, with the appur-
tenances, according to the form and effect of the said last
will and testament of the said *G. W.* to which said *A. S.*
the lord of the said Manor, by his said steward granted
seisin thereof by the rod, to have and to hold the said pre-
mises with the appurtenances, to the said *A. S.* her heirs

and assigns for ever, according to the form and effect of the said last will and testament of the said *G. W.* by the rents, duties, services and customs therefore due, and of right accustomed; and she was thereupon admitted tenant, and gave to the lord for a fine, as appears by the court rolls, and the said *A. S.* was admitted tenant accordingly, but her fealty was pardoned.

Admission on surrender taken out of court and presented. At this court it is presented by the homage, that *A. B.* one of the Copyhold or customary tenants of this Manor, since the last court, to wit, on the first day of *June*, in the year of our Lord one thousand seven hundred and eighty seven, according to the custom of the said Manor, surrendered into the hands of the lord of the said Manor, by the rod, by the hands and acceptance of *C. D.* and *E. F.* two other customary tenants of the said Manor, two acres of arable land, lying at *N.* field, abutting on the lower furlong of *W. R.* on the East part, and the land of *T. T.* on the West part, with the appurtenances, to the use and behoof of *G. F.* of *Essex* yeoman, his heirs and assigns for ever. And now at this court came the said *G. H.* and prayed of the lord to be admitted tenant of the premises aforesaid, with the appurtenances, to whom the lord, by his said steward, granted *seisin* of the said premises by the rod, to have and to hold all and singular the said premises, with the appurtenances, to the said *G. H.* his heirs and assigns for ever, by the rod, at the will of the lord, according to the custom of the said Manor, by the yearly rents, duties and other services therefore due and of right accustomed; and he gave to the lord for a fine for such his entry, as appears by the court rolls, and was admitted tenant thereof, and did fealty for the same accordingly.

At this court came *J. S.* one of the Copyhold or customary tenants of this Manor, and in open court

court surrendered into the hands of the lord, by the Surrender in
rod, by the hands and acceptance of the said steward, court, and
all that Copyhold or customary messuage or tenement, the person
with the outhouses, edifices, yards, gardens, and to whom
one acre of land, &c. now in the tenure or occupation surren-
dered is
of widow *W.* or her assigns, to the use and be- admitted,
hoof of *J. V.* his heirs and assigns for ever. And upon and after-
wards
this the said *J. V.* came here into the same court, and surren-
humbly prayed of the lord to be admitted tenant of the
said premises, with the appurtenances, according to the the use of
himself
form and effect of the said surrender, to whom the lord by for life,
the steward aforesaid, granted *seisin* thereof by the rod, to with re-
mainder
have and to hold the said customary messuage, or tene- to his
ment, and premises, to him the said *J. V.* his heirs and wife for
life, with
assigns for ever, by the rod, at the will of the lord, ac- remain-
der to a
cording to the custom of the said Manor, by and under stranger
in fee.
the rents, duties and services therefore due and of right
accustomed; for the grant whereof he gave to the lord
for a fine, as by the court rolls, and was admitted tenant
thereof, and did his fealty for the same accordingly. And
the said *J. V.* being so admitted as aforesaid, imme-
diately after his said admission in that behalf made here in
court, surrendered into the hands of the lord of the said
Manor, by the rod, by the hands and acceptance of the
said steward, all that Copyhold or customary messuage
or tenement aforesaid, and the aforesaid one acre
of land, and all and singular other the premises,
with the appurtenances, to the use and behoof of
him the said *J. V.* for and during the term of his
natural life, and from and after his decease then to the use
and behoof of *M. V.* his wife, for and during the term of
her natural life, and from and after her decease then to the
use and behoof of *M. H.* his heirs and assigns for ever.
To the end and intent that the lord of the said Manor
might

might regrant the said Copyhold or customary messuage or tenements, with the appurtenances to the said *J. V.* and *M.* his wife, and the said *M. F.* according to the form and effect of the aforesaid surrender, upon which the lord of the said Manor, by his steward, granted to the said *J. V.* *seisin* of the said Copyhold or customary messuage or tenement, with the appurtenances, by the rod, to have and to hold the said customary messuage or tenement, with the appurtenances, to the said *J. V.* and his assigns, for and during the term of his natural life, with remainder thereof after his decease to the said *M. V.* and her assigns, for and during the term of her natural life, with remainder thereof, after her decease, to the said *M. F.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by and under the rents, duties and services, therefore due and of right accustomed; and the said *J. V.* gave to the lord for a fine for his admission, and for the admissions of those in remainder, when they shall hereafter come to be admitted, according to their respective estates and interests in the premises, as appears by the court rolls of the said court, and the said *J. V.* was admitted tenant accordingly, and did fealty, &c. for the same, but the admission and fealty of the said *M. V.* and *F. M.* is respited until, &c.*

A surren- At this court *T. S.* the younger, a Copyhold or cus-
der in. tomary tenant of this Manor, in consideration of a mar-
consid- riage to be had between him the said *T. S.* the younger,
eration of a and *S. H.* of the parish of *S.* in the county of *E.* spinster,
marriage and the and also in consideration of the sum 750*l.* to the said

* In this case the fine (it should be observed) is assessed for the whole estate, that is to say, for the remainders as well as for the particular estate. It is usual, however, to assess the fine, on admission of each tenant becoming interested.

T. S.

T. S. paid in marriage with the said *S. H.* as and for the marriage portion of the said *S. H.* surrendered into the hands of the lord of the said Manor by the rod, by the hands and acceptance of *M. C.* steward there, according to the custom of the said Manor, all that messuage tenement and premises called *O.* situate at *O.* within this Manor, with the appurtenances, to the intent that the lord of the said Manor might re-grant the said premises, to the use and behoof of the said *T. S.* until the said intended marriage should be had and solemnized, and from and after the solemnization thereof, to the use and behoof of the said *T. S.* and *S. H.* his intended wife, for the term of their joint-lives, and for the life of the longer liver of them. And after the decease of the said *T. S.* and *S. H.* and the survivor of them to the use and behoof of the heirs of the body of the said *T. S.* on the body of the said *S. H.* by the said *T. S.* lawfully to be begotten, and for default of such issue to the use and behoof of such person or persons in such parts, shares, and proportions, as the survivor of them the said *T. S.* and *S. H.* should by any deed or writing under his or her hand and seal, executed and attested in the presence of two or more credible witnesses, or by his or her last will and testament in writing, or any writing purporting to be his or her last will and testament, to be executed and attested in the presence of the like number of witnesses, the said premises having been first surrendered by the survivor of them, the said *T. S.* and *S. H.* to the use of such last will and testament, should surrender, direct, give, limit or appoint the same. And in default of such surrender, direction, gift, limitation or appointment to the right heirs of the said *T. S.* for ever.

And thereupon the said *T. S.* and *S. H.* being present in court, in their proper persons, prayed, that they might

portion
by one to
himself
and his
intended
wife for
remainder
to the
heirs of
the body
of the said
T. S. on
the body
of his wife
begotten,
with power,
for the
survivor
to appoint.
And in
default of
appointment
to the right
heirs of
T. S.
Admissi-
on there-
upon.

be admitted tenants to the said premises, according to the form and effect of the said surrender, to which the said *T. S.* and *S. H.* the lord of the said Manor by his said steward, delivered *seisin* of the said premises by the rod, to have and to hold to them, the said *T. S.* and *S. H.* the said messuage, tenement and premises, to the use and behoof of the said *T. S.* until the said intended marriage shall be had and solemnized. And after the solemnization thereof, to the use and behoof of the said *T. S.* and *S. H.* for the term of their joint-lives, and the life of the longer liver of them, with such limitations and remainders over, as in the said surrender expressed, and according to the form and effect thereof. And the said *T. S.* and *S. H.* were admitted tenants accordingly.

Mort-
gage or
condi-
tional sur-
render
taken in
court.

At this court came *R. A.* a Copyhold or customary tenant of this Manor, and surrendered into the hands of the lord of the said Manor, by the rod, by the hands and acceptance of *R. B.* Esq. Steward, there according to the custom of the said Manor. All that customary messuage or tenement, with the outhouses, edifices, buildings, yards, barns, gardens, and one acre of customary land (more or less) with all and singular the appurtenances thereunto belonging, as they are situate, lying, and being near *E.* in the Manor aforesaid, now in the tenure or occupation of *R. J.* or his assigns. To the use and behoof of *J. S.* of *Esq.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, PROVIDED ALWAYS and upon this condition: That if the said *R. A.* his heirs, executors, administrators or assigns, should well and truly pay, or cause to be paid to the said *J. S.* his executors, administrators or assigns, the full sum of forty pounds of good and lawful money of Great

Great Britain, with lawful interest for the same, at, or upon the fourteenth day of *October*, which will be in the year of our lord, &c. at the dwelling house of the said *J. S.* situate in, &c. without any deduction or abatement whatsoever, for, or in respect of any taxes, rates, charges, assessments or impositions whatsoever, then the said surrender to be void, or else to be and remain in full force and virtue.

At this court it being found by the homage, that at the court held for the lord of this Manor, on the—day of—*Admission of a mortgagor on breach of a conditional surrender.*
Et c. R. A. a customary or Copyhold tenant of this Manor, surrendered into the hands of the lord by the rolls, by the hands and acceptance of *R. B.* Esq. steward of the said Manor, all that customary messuage or tenements, with the outhouses, edifices, buildings, yards, barns, gardens, and one acre of customary land (more or less) with all and singular the appurtenances thereunto belonging, situate, lying, and being near *E.* in the Manor aforesaid, then in the tenure or occupation of *R. J.* or his assigns, to the use and behoof of *J. S.* his heirs and assigns for ever, at the will of the lord according to the custom of the said Manor; upon condition, nevertheless, to pay the sum of forty pounds of lawful money of Great Britain, with lawful interest for the same, to the said *J. S.* his executors, administrators or assigns, at or upon the fourteenth day of *October*, which would be in the year of our lord, &c. And that then the said surrender should be void, but otherwise to remain in full force and virtue. And it was also found by the said homage, that the said sum of money with the interest thereof, was not paid or satisfied, according to the form and effect of the said condition in the said surrender, and is yet unpaid, as by the confession and acknowledgment of the said
R. A.

R. A. now made in full court appeareth, whereby the estate of the said *J. S.* of and in the premises, by virtue of the said surrender, became absolute at law, and subject only to redemption in equity. Now therefore at this court came the said *J. S.* in his proper person, and prayed of the lord to be admitted on breach of the said condition, tenant to the said premises accordingly. To which the said *J. S.* heré personally present in full court, the lord of the Manor aforesaid, by his said steward, did grant seisin of all and singular the said premises, by the rod, to have and to hold, all that the said customary messuage or tenement, with the outhouses, edifices, buildings, yards, gardens, and one acre of customary land (more or less) with all and singular the appurtenances thereunto belonging, as they are situate, lying, and being near *E.* in the Manor aforesaid, in the tenure or occupation of *R. S.* or his assigns, unto the said *J. S.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by the rents, duties, and services, therefore due and of right accustomed, and he gave to the lord for a fine for such his estate and entry in the premises, as appears by the court rolls of the said Manor, and did his fealty for the same accordingly. And so saving every one his right, the said *J. S.* was admitted tenant thereof in form aforesaid.

Release of the equity of redemption from the mortgage. And the said *R. A.* afterwards in his own proper person came into court, and in consideration of the said sum of ——— so advanced and lent to him by the said *I. S.* and also in consideration of the further sum of ——— to him this day paid in open court by the said *J. S.* remised, released, and for ever quit claimed, unto the said *J. S.* his heirs, executors, administrators and assigns, all and all manner of right, equity, and benefit of redemption

demption, claim, and demand whatsoever, of him the said *R. A.* his heirs, executors, and administrators, and every of them, of into or out of the said premises, or any part or parcel thereof, from henceforth for ever.

At this court the homage present, that *R. A.* one of the Copyhold or customary tenants of this Manor, since the last and before this court, to wit, on the thirteenth day of *April*, in the year, *&c.* surrendered into the hands of the lord of the said Manor, by the hands of *W. J.* deputy steward of the lord, for this special purpose appointed in the presence of *J. V.* and *J. C.* two Copyhold or customary tenants of this Manor, testifying the same according to the custom of the said Manor, all that Copyhold or customary messuage or tenement, with the outhouses, edifices, buildings, yards, barns, gardens, and one acre of customary land (more or less) with all and singular, the appurtenances thereunto belonging, as they are situate, lying and being near *E.* in the Manor aforesaid, now in the tenure or occupation of *R. J.* or his assigns. To the use and behoof of *J. S.* of *&c.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor; provided always, and upon this condition, that if the said *R. A.* his heirs executors, administrators or assigns, should pay or cause to be paid to the said *J. S.* his executors, administrators or assigns, the full sum of forty pounds, of good and lawful money of Great Britain, with lawful interest for the same, on or upon the fourteenth day of *October* next ensuing, the said surrender, at the dwelling house of the said *J. S.* situate in, *&c.* without fraud or farther delay, that then the said surrender should be void and of no effect, otherwise to remain in full force and virtue.

At

A mortgage or conditional surrender by a man and his wife, taken by the steward out of court—presented

At this court the homage present, that *S. B.* and *C.* his wife, two Copyhold or customary tenants of this Manor, since the last, and before this court, to wit, on the ——— day, &c. last past, came before *J. S.* gentleman, steward of the Court of the said Manor at *L.* (the said *C.* being then and there separately and secretly examined by the said steward, and consenting thereto, and surrendered according to the custom of the said Manor, into the hands of the lord of the said Manor, by the hands and acceptance of the said steward, all that messuage or tenement, customary and heriotable, with the appurtenances called *P.* and seven crofts of land thereunto belonging, whereof one is called *B.* another *F.* &c. containing by estimation in the whole forty acres (more or less) situate at *L.* within the said Manor, and now, or late in the occupation of the said *S.* and *C.* their under-tenant or assigns, to the use and behoof of *F. L.* widow, her heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor. Provided always, that if the said *S. B.* his heirs, executors, and administrators or assigns, shou'd well and truly pay or cause to be paid to the said *F. L.* her executors, administrators or assigns, the sum of 127*l.* 4*s.* of lawful money of Great Britain, with lawful interest for the same, at or upon the 12th day of *November*, which will be in the year of our lord, &c. without any deduction or abatement whatsoever for or in respect of any taxes, rates, charges, assessments or impositions whatsoever; then the said surrender to be void, or else to remain in full force and virtue.

Proclamation for the surrender to

At this court it being found by the homage, that at the court held for the lord of this Manor, on the ——— day, &c. *S. R.* a customary or Copyhold tenant of this Manor, surrendered into the hands of the lord, by the
rod

rod, by the hands and acceptance of *W. B.* Esquire, then steward of the said Manor, one messuage or tenement, with half an acre of land, customary and heriotable, called *G. &c.* to the use and behoof of *A. B.* gentleman, his heirs and assigns for ever, upon condition to pay 106*l.* with lawful interest for the same, to the said *A. B.* his executors, administrators, or assigns, upon the ——— day, *&c.* next ensuing, and that then the said surrender should be void, but otherwise to remain in full force and effect. And it was also found by the said homage, that the said sum of money was not paid according to the form and effect of the said condition, upon which the first proclamation was made at this court, that the said *A. B.* should come into court to be admitted tenant of the said tenements, with the appurtenances, or otherwise the lord would seize the said tenements, with the appurtenances, into his own hands, for want of a tenant; but the said *A. B.* although solemnly called, came not, but made default; therefore such his default is recorded.

At this court it was found by the said homage, that at the court held for the lord of this Manor, on the ——— day, *&c.* *R. A.* surrendered into the hands of the lord by the rod, by the hands and acceptance of the steward, all that messuage or customary tenement, and seven acres of land, called *B.* otherwise *D.* situate and being in *D.* within this Manor, and the five acres of customary land to the messuage appertaining, with all appurtenances, to the use and behoof of *T. D.* of *&c.* his heirs and assigns for ever, upon condition, that if the said *R. A.* his heirs, executors, administrators, or assigns, should pay or cause to be paid to the said *A. T.* his executors, administrators, or assigns, the full sum of 103*l.* 11*s.* 4*d.* together with a wful interest for the same, upon the twenty-fourth day

Acknow-
ledge-
ment of
satisfac-
tion.

of *April*, which should be in the year, &c. then the said surrender to be void, otherwise to remain in full force and effect. Now at this court came the said *A. T.* in his proper person, and acknowledged to have received full satisfaction and payment of the said sum of 103*l.* 11*s.* 4*d.* and all interest for the same, according to the form and effect of the said surrender.

Re-surrender from mortgagor, mortgagee having been admitted.

At this court it being presented by the homage, that at the court held for the lord of this Manor, on the ——— day of ———, *R. A.* a Copyhold or customary tenant of this Manor, in open court surrendered into the hands of the lord, by the rod, by the hands and acceptance of *R. F.* Esquire, steward, all that customary messuage or tenement, with the appurtenances, of him the said *R. A.* situate, lying and being within and parcel of the said Manor, to the use and behoof of *J. S.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, upon condition, nevertheless, to pay the sum of 40*l.* of lawful money of *Great-Britain*, with lawful interest for the same, to the said *J. S.* his executors, administrators, or assigns, at or upon the ——— day of ——— which would be in the year of our Lord ——— and that then the said surrender should be void. And it was also found by the said homage, that the said sum of 40*l.* with the interest thereof was not paid or satisfied, according to the form and effect of the said condition, in the said surrender, whereby the estate of the said *J. S.* of and in the premises by virtue of the said surrender, became absolute at law, and subject only to redemption in equity; therefore at that same court came the said *J. S.* in his proper person, and prayed of the lord to be admitted, on breach of the said condition, tenant to the said premises, to whom the lord of the said Manor, by his

his steward, did grant *seisin* thereof by the rod, to hold to the said *J. S.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by the rents, duties and services therefore due, &c. and he was admitted tenant accordingly.

And it is also presented by the said homage, that at this court the said *R. A.* having fully paid and discharged to the said *J. S.* and the said *J. S.* having also this day, in open court acknowledged to have received from the said *R. A.* full payment and satisfaction of the said sum of 40*l.* and all interest for the same did surrender, all and singular the said premises, with the appurtenances, to the use and behoof of the said *R. A.* his heirs and assigns for ever; and the said *R. A.* prayed of the lord to be re-admitted to the said premises, to which said *R. A.* the lord by his steward aforesaid, granted *seisin* of the said premises, by the rod, to have and to hold to him, his heirs and assigns for ever, &c.

It may be observed that the equity of redemption of Copyhold estates in mortgage, will follow the custom as to the legal estate. In Borough English Lands, if mortgaged, the equity of redemption will descend to the youngest son, to whom the lands descend.

And also in mortgages of gavelkind lands which descend to all the children equally, the equity of redemption will descend to all likewise. *Fawcett versus Lowther.*

2 Vezey 304.

At this court came *A. B.* a Copyhold or customary tenant of this Manor, and in open court surrendered into the hands of the lord, by the rod, by the hands and acceptance of the steward, all that Copyhold or customary messuage

messuage or tenement situate at ———, within this Manor. And also all that other Copyhold or customary messuage or tenement, situate at ———, within this Manor; and also three yard lands, with the appurtenances, lying at ———, within this Manor, to the intent and purpose that the lord may regrant the same to, for and upon such uses, trusts, intents and purposes as the said *A. B.* shall, in and by his last will and testament, already made or hereafter to be made, direct, give, limit, or appoint the same.

Surrender to the use of a last will taken out of court presented in Court, Also it was found and presented by the said homage, that *W. H.* gentleman, a Copyhold or customary tenant of this Manor, since the last court, and before this court, to wit, on the ——— day, &c. surrendered out of court, into the hands of the lord of the said Manor, by the rod, by the hands and acceptance of *D. T.* and *R. G.* two customary tenants of the said Manor, in the presence of *S. J.* gentleman, witnessing the same, all that his messuage or tenement, and seven acres of customary land, with the appurtenances, situate at *W.* within the said Manor, which are or formerly were called *P.* and also that customary messuage or tenement, and ten acres of customary and heriotable land in *H.* sometime called *H.* as also that customary messuage, &c. all which said messuages or tenements, lands, hereditaments and premises, are situate, lying and being within the said Manor, and are held of the said Manor, and also all other his customary lands, tenements and hereditaments, held of the said Manor, that the lord may regrant the same to, for, and upon such uses, trusts, intents and purposes, and with, under and subject to such powers, provisoes, limitations and declarations, as the said *W. H.* by his last will and testament already

already made, or hereafter to be made, shall give, limit, direct or appoint the same.

At this court came *A. B.* a Copyhold or customary tenant of this Manor, tenant in possession for his life, of all that Copyhold or customary messuage or tenement and premises, situate at ——— within this Manor aforesaid; and him and also *C. D.* tenant in remainder of the said premises, after the death, surrender, forfeiture, or other determination of the said estate of the said *A. B.* and surrendered into the hands of the lord, by the rod, by the hands and acceptance of the steward, all and singular the same premises, with the appurtenances, and all their and each of their estate, right, title and interest, as well in possession as in reversion, of, in and to the same premises, with the appurtenances, to the intent and purpose that the lord of the said Manor might regrant the same to the use and behoof of *E. F.* his heirs and assigns, for ever.

At this court came *A. B.* and *C. D.* and prayed to be admitted tenants respectively to all that Copyhold or customary messuage or tenement, and seven acres of arable land, situate at ——— in the county of ——— and parcel of, and within this Manor, that is to say, the said *A. B.* for the term of his natural life, and the said *C. D.* tenant in remainder, after the death, surrender, or forfeiture of the said *A. B.* to whom the lord, by his said steward, granted *seisin* thereof by the rod, to have and to hold the said messuage or tenement and lands, and all and singular other the said premises, with the appurtenances to the said *A. B.* for and during the term of his natural life, and from and immediately after his decease, surrender or forfeiture, to the said *C. D.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said

Manor, by the yearly rent of *twenty seven shillings and eight pence*, fealty, suit of court, and other services therefore due and of right accustomed. And the said *A. B.* and *C. D.* gave to the lord for a fine, for such their estate, and the entry of the said *A. B.* as appears by the court rolls, and they were thereupon respectively admitted tenants accordingly, and the said *A. B.* did to the lord fealty for the same; but the fealty of the said *C. D.* was respited until, &c.

Admittance of a lord of this Manor, did out of court and since the last tenant by the lord court, to wit, on the ——— day of ———, 1794, out of court admit *A. B.* of &c. to be one of the Copyhold or customary tenants of this Manor, and which said admittance was presented in the words and figures following, that is to say,

Manor of B. in the County of ——— } BE IT REMEMBERED, that on the ——— day of ———, in the year of our Lord 1794, *A. B.* in his proper person, came before me, *T. T.* Esq. lord of the said Manor, at the mansion house of the said Manor situate at &c. and humbly prayed to be admitted tenant to all that Copyhold or customary messuage or tenement, and one yard land and an half, situate, lying and being at ———, within and parcel of the said Manor, and all and singular other the premises, with the appurtenances thereunto belonging, to which said premises, the said *A. B.* became entitled, as eldest son and heir at law of *C. D.* deceased, late a Copyhold or customary tenant of this Manor, to whom I, the said *T. T.* lord of the said Manor, by my own proper hands, in the presence of *S. S.* gentleman, and *R. R.* gentleman, witnessing the same, did then and there grant *seisin* of all and singular the said premises, by the rod, to have

have and to hold the said Copyhold or customary messuage or tenement, lands and premises, with their and every of their appurtenances, unto the said *A. B.* his heirs and assigns for ever, at my will and at the will of the respective succeeding lord or lords, lady or ladies of the said Manor, according to the custom of the said Manor, by fealty, suit of court, and the several yearly rents, duties and services therefore due and of right accustomed. And the said *A. B.* gave for a fine for such his estate and entry into the premises, as will appear in the margin of the court rolls of the said Manor, and the said *A. B.* was admitted tenant to the said premises in manner and form aforesaid, and his fealty was respited till hereafter,

T. T. Lord of the said Manor.

In the presence of

At this court, the death of *C. D.* the wife of *A. B.* Admissi- being presented, came the said *A. B.* who claims to hold on of a as tenant by the curtesy of *England*, according to the cus- tenant by tom of this Manor, and prayed of the lord to be admitted tefy. the cur- tenant for the term of his natural life, to all that messuage or tenement, and eight acres of land, with the appurtenances, situate at ———, within this Manor, of which the said *C. D.* died seized; to which, said *A. B.* the lord, by his steward, granted *seisin* of all and singular the said premises, by the rod, to have and to hold the said messuage or tenement, land and premises, with the appurtenances, unto the said *A. B.* during the term of his natural life, at the will of the lord, according to the custom of the said Manor, by the yearly rents, duties and services therefore due, and of right accustomed. And the said *A. B.* gave to the lord for a fine, for such his estate and entry in the premises, as by the rolls, and was admitted tenant thereof and did fealty accordingly.

Admission of Baron and *feme* for their joint lives, and the heirs of the Baron.

At this court it was found and presented by the homage, that *A. P.* late a Copyhold or customary tenant of this Manor, died seized of a certain cottage, and half an acre of customary land, lying and being at ———, within this Manor, and that *W. P.* is his next heir: Now at this court came the said *W. P.* and *M.* his wife, and humbly prayed of the lord to be admitted tenants thereof, to hold to the said *W. P.* and *M.* his wife, and the heirs of the said *W. P.* to which said *W. P.* and *M.* his wife, the lord, by his steward aforesaid, granted *seisin* thereof, by the rod, to have and to hold the said cottage and half an acre of land, with the appurtenances, to the said *W. P.* and *M.* his wife, and the heirs of the said *W. P.* at the will of the lord, according to the custom of the said Manor, by the yearly rents, duties and services therefore due and of right accustomed. And the said *W. P.* paid to the lord for a fine, as appears by the court rolls, and did his fealty, and the said *W. P.* and *M.* his wife, were admitted tenants thereof accordingly.

Surrender by Attorney.

At this court came *A. B.* one of the customary tenants of this Manor (by *C. D.* his attorney, lawfully authorised, by virtue of a power of attorney, under the hand and seal of the said *A. B.* for that purpose, bearing date the ——— day of ——— instant) and surrendered into the hands of the lord, by the rod, by the hands and acceptance of his said steward, all that messuage or tenement and twenty acres of customary land, situate at ———, within this Manor, to the use and behoof of *E. F.* gentleman, his heirs and assigns for ever,

When a person means to surrender by attorney, he ought to give a proper authority, under his hand and seal, to some

some one for that purpose, and the person acting by virtue of that authority, should, after the power of attorney being read, repeat to the following effect :—

“ I, *A. B.* by virtue of the power of attorney to me made by *C. D.* and of the power and authority to me thereby given, do for and in the name of the said *A. B.* surrender and yield up into the hands of the Earl of *C.* lord of this Manor, all that, &c. and all the estate, &c. and in token thereof &c.”

At this court came *A. B.* by *C. D.* gentleman, his attorney, lawfully authorized, by virtue of a power of attorney, under the hand and seal of the said *A. B.* for that purpose, bearing date the ——— day of ——— instant, and humbly prayed of the lords to be admitted by his said attorney, tenant to all those two messuages or tenements and half yard land, situate at ———, within this Manor, formerly the estate of *D. D.* gentleman, and which was surrendered to the said *A. B.* by the said *D. D.* at a former court held for this Manor, to which said *A. B.* by the said *C. D.* his attorney aforesaid, the lord, by his said steward, granted *seisin* thereof, by the rod, to have and to hold the said messuages or tenements and half yard land, with the appurtenances, to the said *A. B.* his heirs and assigns for ever, by the rod, at the will of the lord, according to the custom of the said Manor, by and under the yearly rents, duties and services therefore due and of right accustomed, and he gave by the said *C. D.* his attorney aforesaid, to the lord for a fine, for such his admittance, as appears by the court rolls, and was by the said *C. D.* his attorney aforesaid, admitted accordingly, but his fealty was respited until hereafter.

At

Licence
to demise
in court.

At this court came *B. S.* gentleman, one of the customary tenants of this Manor, and humbly prayed of the lord, licence to demise all and singular, his customary messuages, lands and tenements within the said Manor, to any proper undertenant or undertenants for any term or number of years not exceeding the term of one and twenty years to be computed from the feast day of the nativity of Saint John the Baptist last past. To which said *B. S.* the lord by his said steward in open court, gave and granted liberty and licence to demise and lease all and singular the messuages, lands and tenements of him the said *B. S.* within the said Manor, to any such undertenant or undertenants as aforesaid, for any term or number of years not exceeding the term of one and twenty years, to be computed from the said feast day of the nativity of Saint John the Baptist last past. So that the said messuages and tenements, hedges, ditches, and fences, of, and belonging to the said premises, be well and sufficiently repaired and amended, and the several rents, duties, customs and services thereupon due to the lord, and of right accustomed, be well and sufficiently rendered, observed, paid, and performed. And he gave to the lord for a fine for this licence as appears by the court rolls.

Licence
to sue.

Manor of A. } WHEREAS divers controversies, quarrels,
to wit. } and disputes have lately arisen and subsisted between *J. H.* of ——— one of the Copyhold or customary tenants of the said Manor of *A.* and *R. S.* another Copyhold or customary tenant of the said Manor, and *F.* his wife, touching and concerning their several Copyhold lands and tenements, situate, lying and being at ——— within the said Manor. Now be it remembered, that on the humble request of the said *J. H.* made on the ——— day of ——— in the year of our Lord ——— to

——to *W. B.* esquire, lord of the Manor afore said, he, the said *W. B.* by *R. B.* esquire, steward of the said Manor, granted licence unto the said *J. H.* to commence and prosecute one or more suit or suits, action or actions at law, against, or otherwise to sue, arrest, or implead the said *R. S.* and *F.* his wife, or their heirs, executors, administrators or assigns, or any of them in any court or courts of record whatsoever for touching and concerning the said Copyhold lands and tenements afore said, or any part or parcel of them, or any the appurtenances thereunto belonging (any law, custom or usage, of, or belonging to, or within the said Manor now subsisting to the contrary thereof in any wise notwithstanding) PROVIDED that such suit or suits, action or actions so to be commenced and prosecuted, be commenced and prosecuted within one year after the date hereof, or otherwise the said licence to be void and of none effect.

At this court came *S. B.* and in open court Surrendered by the rod into the hands of the lord, by the hands and release and acceptance of the steward, according to the custom for ever of the said Manor, all that his right, title, estate, interest who had claim, and demand, of, and in all that parcel of land, part-right. cel of *O.* called the——situate, lying, and being at—— within this Manor, to the use and behoof of *N. N.* his brother (being in full and peaceable possession) and his heirs and assigns for ever, and thereof remised and released the said *N. N.* and his heirs and assigns for ever. So that neither the said *S. B.* nor his heirs, should from henceforth, claim, challenge or demand any estate, right, title or interest whatsoever, of, in, or to the said parcel of land, but should by the inrollment of these presents

sents be from henceforth entirely excluded, and barred from all right, title, estate or interest therein.

Surrender and release to the lord to operate as an extinguishment of the Copyhold. At this court came *A. B.* late one of the Copyhold or customary tenants of this Manor, and in full and open court surrendered by the rod, into the proper hands of the said *C. D.* esquire, lord of this Manor, all that his Copyhold or customary messuage or tenement, which he the said *A. B.* held by copy of court roll of this Manor, by certain rents and services, to the intent that the said *C. D.* lord of the Manor aforesaid, might do therewith his will, and the said *A. B.* then and there remised, released, quit, claimed, and for ever discharged unto the said *C. D.* his heirs and assigns for ever; all the estate, right, title, interest, use, trust, possession, possibility, claim and demand, which he, the said *A. B.* then had or ever had, or ever should have, of, into, or out of the said Copyhold, messuage or tenement and premises, by virtue of the said copy of court roll or otherwise howsoever.

Surrender by a man and his wife to the use of two tenants, to hold parcel of the premises to one, and parcel, to another, and the rent apportioned At this court came *A. B.* a Copyhold or customary tenant of this Manor, and *C.* his wife (she, the said *C.* being solely and secretly examined by the said steward, apart from her husband, according to the custom of the said Manor, and consenting thereto) and surrendered into the hands of the lord of the said Manor, by the rod, by the hands and acceptance of the steward aforesaid, all that messuage or tenement and premises, situate at ——— within this Manor called *S.* and also all that other messuage or tenement, situate at ——— within this Manor called *T.* and also all those seventeen acres of land to the said messuages or tenements belonging, and which said messuage or tenement called *S.* and also the said messuage or tenement called *T.* and the said seven-

teen.

teen acres of land were holden of the lord of this Manor, together at the yearly rent or sum of — £. and all their estate, right, title, and interest, of, in, or to the same with the appurtenances, to the intent and purpose, that the lord of the said Manor, might regrant the said messuage or tenement and premises called *S.* with the appurtenances, to the use and behoof of *E. F.* of, &c. gentleman, and his heirs and assigns for ever, and to the further intent and purpose, that the lord might regrant the messuage or tenement and premises, called *T.* and the said seventeen acres of land with the appurtenances, to the use and behoof of *G. H.* of, &c. yeoman, his heirs and assigns for ever; to hold the same several and respective messuages or tenements, lands and premises in manner aforesaid, unto the said *E. F.* and *G. H.* at the several and respective yearly rents, by the said steward, now in court, apportioned, in manner following, that is to say, the said *E. F.* to yield and pay for the said messuage or tenement and premises called *S.* the yearly rent or sum of — and the said *G. H.* to yield and pay for the said messuage or tenement and premises called *T.* and the said seventeen acres of land the yearly rent or sum of —. Now at this court came the said *E. F.* and prayed of the lord to be admitted tenant under the said surrender to the said messuage or tenement and premises, called *S.* to whom the lord by his steward granted *seisin* thereof by the rod, to have and to hold the said messuage or tenement and premises called *S.* with the appurtenances unto the said *E. F.* his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, by the aforesaid apportioned yearly rent of —, and by the duties and services therefore due and of right accustomed, for the grant whereof the said *E. F.* gave to the lord for a fine for such his entry, as appears

pears by the court rolls, and was admitted tenant, and did his fealty for the same accordingly; and afterwards at this same court came the said *G. H.* and prayed to be admitted (as in the former to the other messuage and lands, &c.)

Ex-
change
by two
Copyhold
tenants of
their re-
spective
tene-
ments.

At this court came *A. B.* and *C. D.* two Copyhold or customary tenants of this Manor, the said *A. B.* holding Copyhold to him and his heirs at the will of the lord, according to the custom of the said Manor, a messuage or tenement and premises called *E.* within this Manor, and the said *C. D.* holding to him and his heirs at the will of the lord, according to the custom of the said Manor, a messuage or tenement and premises called *F.* within this Manor, and being desirous of exchanging with each other their respective messuages or tenements and premises, he the said *A. B.* (in consideration of the surrender, to be after made at this said court by the said *C. D.*) surrendered into the hands of the lord by the rod, by the acceptance of the steward, all that messuage or tenement and premises with the appurtenances called *E.* within this Manor, to the intent and purpose, that the lord of the said Manor might re-grant the same, to the use and behoof of the said *C. D.* his heirs and assigns for ever, in exchange for the said messuage or tenement and premises called *F.* after surrendered by the said *C. D.* to the use of the said *A. B.* And the said *C. D.* (in consideration of the surrender before made by the said *A. B.* to the use of the said *C. D.* his heirs and assigns) surrendered into the hands of the lord by the rod, by the hands and acceptance of the said steward, all that messuage or tenement and premises called *F.* within this Manor, to the intent and purpose, that the lord of the said Manor might re-grant the same, to the use and behoof of

of the said *A. B.* his heirs and assigns for ever, in exchange for the said messuage or tenement and premises called *E.* before surrendered by the said *A. B.* to the use of the said *C. D.* his heirs and assigns for ever. And afterwards at this court the lord by his steward did grant *seisin* of the said messuage or tenement and premises called *F.* so surrendered by the said *C. D.* unto the said *A. B.* to have and to hold the said messuage or tenement and premises called *F.* unto the said *A. B.* his heirs and assigns for ever, at the will of the lord according to the custom of the said Manor. By the rents, duties, and services therefore due and of right accustomed, for the grant and exchange whereof the said *A. B.* gave to the lord for a fine as by the rolls, and was admitted tenant accordingly. and afterwards at this same court, the lord by his steward aforesaid. (*C. D.* admitted after the same manner.)

RECOVERY,

TO BAR THE

INTAIL OF A COPYHOLD ESTATE.

A surren- At this same court came *J. D.* a Copyhold or custom-
der in fee ary tenant of this Manor, in his proper person, and in
in order to suffer a open court, surrendered into the hands of the lord of the
recovery Manor aforesaid, by the rod, according to the custom of
to bar an the said Manor, by the hands and acceptance of his said
intail. steward, all that Copyhold or customary messuage or te-
nement and storehouse, and twenty acres of land adjoining,

Admit-
tance
thereon.

ing, with the appurtenances, situate at *A.* within this Manor to the use and behoof of *T. H.* gentleman, his heirs and assigns for ever. To which said *T. H.* here personally present, in full court, the lord of the Manor aforesaid by his said steward, did grant *seisin* thereof, by the rod, to have and to hold the said Messuage or Tenement and storehouse, and twenty acres of land, and all and singular other the premises before mentioned, with their appurtenances, unto him the said *T. H.* his heirs and assigns for ever, at the will of the lord of the Manor aforesaid, according to the custom of the said Manor, by the rents, duties and services therefore due, and of right accustomed; but he paid no fine to the lord, because his estate was only had for a further assurance, and his fealty was pardoned; and so saving always the right of the lord, the said *T. H.* was admitted tenant thereof in form aforesaid.

And

And afterwards at this same court came *W. R.* gentle-^{There reco-}
man, in his proper person, and complained against the ^{very.}
said *T. H.* in a plea of land, that is to say, of the said ^{By way of}
messuage or tenement and store-house, and twenty acres ^{plaint in}
of land and premises above-mentioned, with the appur- ^{the nature}
tenances, in *A.* aforesaid, and made protestation to prose- ^{of a writ}
cute his said plaint in this court, in the form and nature of ^{of right.}
a writ of right patent at the common law, according to
the custom of the said Manor, and thereupon found
pledges to prosecute the same in form aforesaid, that is to
say, *John Doe* and *Richard Roe*, and desired process ac-
cording to the custom of the said Manor, against the said
T. H. returnable here, at this court, without delay, and
it was granted: And thereupon the said *T. H.* being
present here in court, freely offered himself to answer unto
the said *W. R.* without further process unto him di-
rected; whereupon the said *W. R.* came and demanded
against the said *T. H.* the said messuage or tenement and ^{Count}
storehouse, and twenty acres of land and premises above ^{against}
mentioned, with the appurtenances in *A.* aforesaid, with-
in this Manor, and within the jurisdiction of this court,
holden for this Manor, by copy of court roll of the said
Manor, as his right and inheritance, according to the
custom of the said Manor, and whereof he said he was
seised in his demesne as of fee and right, at the will of
the lord, according to the custom of the said Manor, in
the time of peace, in the time of the present Lord the
King, by taking the profits thereof to the value, &c.
and that his right was such he offered, &c. and there-
upon the said *T. H.* came and denied the right of the
said *W. R.* when &c. and his *seisin*, of which *seisin*, &c.
the whole, &c. and whatsoever, &c. and especially of the
said messuage or tenement and storehouse, and twenty
acres of land and premises above-mentioned, with the
P appur-

Count
against
vouchee
the tenant
in tail.

appurtenances in his demesne as of fee and right, at the will of the lord, according to the custom of the said Manor; and vouched to warrant the premises with their appurtenances, the said *J. D.* who being likewise here present in court, also appeared freely without further process unto him directed; and the said messuage or tenement and storehouse, and twenty acres of land and premises, with the appurtenances, unto him did warrant: Whereupon the said *W. R.* came and demanded against him the said *J. D.* tenant by his warranty aforesaid, the said messuage or tenement and storehouse and twenty acres of land and premises before-mentioned, with the appurtenances in form aforesaid, and whereof he said he was seized in his demesne as of fee and right, at the will of the lord, according to the custom of the said Manor in time of peace, in the time of the present Lord the King, by taking the profits thereof to the value, *£c.* and that his right was such he offered, *£c.* And thereupon the said *J. D.* tenant by his warranty aforesaid, came and denied the right of the said *W. R.* when, *£c.* and his *seisin*, of which *seisin*, *£c.* the whole, *£c.* and whatsoever, *£c.* and especially of the said messuage or tenement and storehouse, and twenty acres of land and premises before-mentioned, with the appurtenances, in his demesne as of fee and right, at the will of the lord, according to the custom of the said Manor, and vouched to warrant the premises with the appurtenances, *J. E.* who being likewise then present in court, also appeared freely, without further process unto him directed. And the said messuage or tenement, and storehouse, and twenty acres of land and premises before-mentioned, with the appurtenances, unto him did warrant, whereupon the said *W. R.* came and demanded against him the said *J. E.* tenant by his warranty aforesaid, the said messuage or tenement and store-

Count
against
common
vouchee.

storehouse, and twenty acres of land and premises before mentioned, with the appurtenances in form aforesaid, and whereof he said he was seized in his demesne as of fee and right, at the will of the lord, according to the custom of the said Manor, in time of peace, in the time of our present Lord the King, by taking the profits thereof, to the value, &c. and that his right was such, he offered, &c. and thereupon the said *J. E.* tenant by his warranty aforesaid, came and denied the right of the said *W. R.* when, &c. and his *seisin*, of which *seisin*, &c. the whole, &c. and whatsoever, &c. and especially of the said messuage or tenement, and storehouse, and twenty acres of land and premises before mentioned, with the appurtenances in his demesne as of fee and right, at the will of the lord, according to the custom of the said Manor, and put himself upon the homage of the said court, in the place and stead of the great assize at the common law, and prayed a recognition thereupon to be had, whether he had more right to have and to hold the said messuage or tenement and storehouse, and twenty acres of land and premises before mentioned, with the appurtenances, as tenant thereof by his warranty, so as he now holdeth the same, or the said *W. R.* to have and to hold the said messuage or tenement and storehouse, and twenty acres of land and premises before mentioned, with the appurtenances, so as he above demanded the same; and thereupon the said *W. R.* prayed licence to imparl until five of the clock in the afternoon of the same day, and it was granted; and the same time was given to the said *J. E.* there, &c. and afterwards at the said hour of five in the afternoon of the same day, the said *W. R.* came again into court, but the said *J. E.* returned not there into court although he was solemnly called, but departed in contempt of the court, and made default. Whereupon in full and open court

Imparl-
ance.

Common
vouchee
makes de-
fault.

Proclamation. public proclamation was made, that if any one layed claim to the premises before mentioned, he should come in before final judgement should be given, but none came;

Judgement against the tenant. therefore according to the custom of the said Manor, time out of mind of man used and approved of, it was considered by the court there, that the said *W. R.* should recover his *seisin* against the said *T. H.* of the said messuage or tenement and storehouse, and twenty acres of land and premises before mentioned, with the appurtenances to hold to him and his heirs, quit of the said *F. H.* and his heirs, and of the said *J. D.* and his heirs, and of the said *J. E.* and his heirs; and that the said *T. H.* have of the lands and tenements of the said *J. D.* within the jurisdiction, &c. to the value, &c. and that the said *J. D.* have of the lands and tenements of the said *J. E.* within the jurisdiction, &c. to the value, &c. and the said *J. E.* is amerced; and thereupon the said *W. R.* prayed of the lord of the Manor aforesaid, a precept to be directed to *X. Y.* the bailiff or minister of the court aforesaid, to cause him the said *W. R.* to have full *seisin* of the premises with the appurtenances, returnable then at the said court without delay, and it was granted. And afterwards at the same court came *X. Y.* the minister of this court, and returned, that he, by virtue of the said precept to him therefore directed, the same day had caused the said *W. R.* to have full *seisin* of the said messuage or tenement, and storehouse, and twenty acres of land and premises before mentioned, with the appurtenances, as by the said precept to him therefore directed was commanded, by virtue of which recovery and *seisin* thereupon had as aforesaid, the said *W. R.* entered into the said messuage or tenement and storehouse and twenty acres of land and premises above mentioned, with the appurtenances, and was thereof seized in his demesne as of fee and right, at the will of the

the lord, according to the custom of the said Manor, and being so seized, by virtue of the recovery and execution had and made in form aforesaid, the lord of the said Manor, out of his special favour, for the better approbation, ratification and confirmation of all and singular the premises then in full court, by his said steward, did give and deliver unto the said *W. R.* of the said premises, with the appurtenances, full *seisin* by the rod, to have and to hold the said messuage or tenement, and storehouse, and twenty acres of land, and all and singular the premises, with their appurtenances, unto him the said *W. R.* his heirs and assigns for ever, at the will of the lord of the said Manor, according to the custom of the said Manor, by the rents, duties and services therefore due, and of right accustomed. But he paid no fine to the lord, because this recovery was only had for further assurance, and his fealty was pardoned; and so saving always the right of the lord, the said *W. R.* was admitted tenant thereof in form aforesaid.

And afterwards at the same court, in their proper persons, came *W. R. T. H.* and *J. E.* and surrendered into the hands of the lord of the Manor aforesaid, by the rod, according to the custom of the said Manor, by the acceptance of his said steward, the said messuage or tenement and storehouse, and twenty acres of land and premises above mentioned, with their appurtenances, so recovered as aforesaid, and also released all their and each and every of their estate, right, title and interest of, in and to the same, to the use and behoof of the said *J. D.* and of his heirs and assigns for ever. To which said *J. D.* then personally present in full court, the lord of the Manor aforesaid, by his said steward, did grant thereof *seisin* by the rod; to have and to hold the said messuage

or tenement and storehouse, and twenty acres of land and premises before-mentioned, with their appurtenances, unto him the said *J. D.* his heirs and assigns for ever, of the lord of the Manor aforesaid, by the rod, at the will of the lord, according to the custom of the said Manor, by the rents, duties and services therefore due and of right accustomed: But he paid no fine to the lord, because this recovery was only had for further assurance, and he had afore-time made his fealty, and so saving always the right of the lord, the said *J. D.* was admitted tenant thereof in form aforesaid.

ANOTHER

ANOTHER RECOVERY.

*Manor of G. in the } A Special Court Baron, holden
County of N. } for G. H. Esq. lord of the said*
Manor, on the twenty-sixth day of *June*, in the year of
our lord one thousand seven hundred and eighty-six, be-
fore *G. H.* gentleman, deputy steward there, for the
following purposes lawfully authorized, by *R. B.* Esq.
chief steward.

Homage, { *R. E.* Esq.
 { *R. D.*

AT this court came *P. E.* gentleman, a Copyhold or Surrender
customary tenant of this Manor, and in full and open in fee in
court surrendered into the hands of the lord, by the rod, order to
by the hands and acceptance of the said deputy steward, suffer a re-
covery to
all and every the messuages, lands, tenements and here- bar the
ditaments whatsoever, of him the said *P. E.* holden intail
of this Manor by copy of court roll, with their and every
of their rights, members and appurtenances, and the re-
version and reversions, remainder and remainders
thereof, and of every part and parcel thereof.
And also all the estate, right, title, interest, use, trust,
possession, property, claim and demand whatsoever, at
law or in equity, or otherwise howsoever of him the said
P. E. of, in, to, or out of the said hereditaments and pre-
mises, and every or any part or parcel thereof, with their
and every of their appurtenances, to the use and behoof
of *G. C.* and of his heirs and assigns for ever; to the in-
tent and purpose that a good and common recovery
might, in due form of law, and according to the custom

Admit-
tance
thereon.

of the said Manor, be had and suffered, of all and singular the said hereditaments and premises. And thereupon the said *G. C.* being present in court, in his own proper person, humbly prayed of the lord to be admitted tenant, to all and every the hereditaments and premises, so as aforesaid surrendered. To which said *G. C.* the lord, by the hands of the said deputy steward, granted and delivered *seisin* thereof by the rod, to hold to him the said *G. C.* and his heirs to the intent and purpose aforesaid.

The Re-
covery.

By way
of plaint
in nature
of a writ
of right.

And immediately afterwards sitting the court, came into court *B. R.* gentleman, in his own proper person, and by the licence of the lord, according to the custom of the said Manor, complained against the said *G. C.* of a plea of land (that is to say) of the premises aforesaid, by the name of one tenement, eight acres of land, eight acres of meadow, and eight acres of pasture, with the appurtenances, in *B.* and *B.* in the county of *N.* and within the jurisdiction of this court (which premises the said *G. C.* had and took up to him and his heirs at this present court, from the surrender of the said *P. E.* in manner and form as is before recorded.) And the said *B. R.* made protestation to prosecute his plaint aforesaid here in this court, against the said *G. C.* in the form and nature of a writ of our Lord the King, of entry upon *disseisin* in the post, at common law, according to the custom of this Manor, and he found pledges here to prosecute his said plaint in this court, to wit, *John Doe* and *Richard Roe*; and he prayed process to be made thereupon against the said *G. C.* that he might be in court before the said deputy steward and homage, to answer him the said *B. R.* in the plea aforesaid; and it was granted, &c. returnable there without delay. But the aforesaid *G. C.* being present in court, in his own proper person, freely

freely appeared to answer the said *B. R.* of the said plea without any process, and to him it was there granted.

And thereupon the said *B. R.* complained, that the Count
aforesaid *G. C.* unjustly deforced him, and so forth, and
thereupon the said *B. R.* demanded against the said
G. C. the tenements aforesaid, with the appurtenances,
holden of the lord of this Manor by copy of court roll,
within the jurisdiction of this court, by the name aforesaid,
as his right and inheritance, according to the custom of this Manor,
and in which the said *G. C.* had not entry, but after the *disseisin*, which *Hugh Hunt* thereof
unjustly and without judgment, had made to the said
B. R. within thirty years now last past, &c. and whereupon
the said *B. R.* said that he himself was seized of the
aforesaid premises, with the appurtenances in his demesne,
as of fee and right, at the will of the lords, according to the
custom of this Manor, in the time of peace, in the time of our
said Lord the King that now is, by taking the profits thereof to the
value, &c. and into which, &c. and therefore he brought suit, &c.

And the said *G. C.* in his proper person came and de-
fended his right, when &c. and thereupon vouched to
warranty *A. B.* who was present there in court, in his
proper person, and freely warranted to him the said tenements
with the appurtenances, &c. and upon this the said
G. C. demanded against the said *A. B.* tenant by his warranty,
the tenements aforesaid, with the appurtenances in
form aforesaid. And thereupon he said that he was seized
of the said premises, with the appurtenances in his demesne,
as of fee and right, at the will of the lord, according to the
custom of the said Manor, in the time of
peace

peace, in the time of our said Lord the King, that now is, by taking the profits thereof to the value, &c. and into which, &c. and therefore he brought suit, &c.

A. B.
vouches
to war-
ranty
N. H.

Count
against
2d vou-
chee.

And the said *A. B.* tenant, by his own warranty, came and defended his right, when, &c. and further vouched thereupon to warranty *N. H.* who was also present in court in his proper person, and freely warranted to him the tenements aforesaid, with the appurtenances, &c. and upon this the said *G. C.* demanded against the said *N. H.* tenant by his warranty, the tenements aforesaid, with the appurtenances in form aforesaid; and thereupon he said that he was seised of the said tenements, with the appurtenances in his demesne, as of fee and right, at the will of the lord, according to the custom of the said Manor, in the time of peace, in the time of our Lord the King that now is, by taking the profits thereof to the value, &c. and into which, &c. and therefore he brought suit, &c.

2d vou-
chee
vouches
over
common
vouchee.

And the said *N. H.* tenant by his warranty, came and defended his right, when, &c. and further vouched over to warranty *S. W.* who being also present in court in his proper person, freely warranted to him the said tenements, with the appurtenances, and upon this the said *B. R.* demanded against the said *S. W.* tenant by his warranty, the said tenements, with the appurtenances in form aforesaid; and whereupon he said he was seised in his demesne as of fee and right, at the will of the lord, according to the custom of the said Manor, in the time of peace, in the time of our Lord the King that now is, by taking the profits thereof to the value, &c. and into which, &c. and therefore he brings suit, &c.

And

And the said *S. W.* tenant, by his own warranty, being Common still personally present in court, defended his right, when, ^{vouchee} *Et c.* and the whole, *Et c.* and whatsoever, *Et c.* and chiefly ^{pleads,} the premises aforesaid, with the appurtenances, as of fee and right, according to the custom of this Manor, and said that the said *Hugh Hunt* did not disseise the said *B. R.* of the premises aforesaid, with the appurtenances, as he the said *B. R.* in and by his plaint and declaration aforesaid had set forth, and of this he put himself upon the country, namely, the homage of this Manor; and the said *B. R.* did so likewise, and thereupon the said *B. R.* craved leave to imparl till twelve o'clock of the noon of this day, and it was granted; and the same hour by the assent of the parties was given to the said *S. W.* to come here, *Et c.* and afterwards, to wit, at the same hour, the said *B. R.* came here again into this court in his proper person, and offered himself against the said *S. W.* tenant, by his own warranty in the plea aforesaid; and the said *S. W.* although solemnly called thrice, according to the custom of the said Manor, came not again, but departed in contempt of the court, and made default; whereupon public proclamation in this court was made in due form, that if any person could alledge any thing wherefore final judgment should not be given for the said *B. R.* against the said *S. W.* and the other tenants, by their own warranty of the land aforesaid, with the appurtenances, they should come into court and they should be heard, otherwise judgment thereof would be given, and so forth. And because none came, therefore, according to the custom of this Manor, it was considered and adjudged by the said court, that the said *B. R.* should recover his *seisin* against the said *G. C.* of the premises aforesaid, with the appurtenances; and that the said *G. C.* should have over of the customary lands and premises

mises of the said *A. B.* holden of the lord of this Manor by copy of court roll, at the will of the lord, according to the custom of this Manor, to the value, &c. and that the said *A. B.* should have over of the lands and premises of the said *N. H.* holden of the lord of this Manor, by copy of court roll, at the will of the lord, according to the custom of the said Manor, to the value, &c. and that the said *N. H.* should have over of the lands of the said *S. W.*, to the value, &c. and the said *S. W.* is in mercy, &c.

And thereupon the said *B. R.* prayed a precept according to the custom of this Manor, to be made by the steward, and directed to the bailiff of this Manor, and also minister of this court, to cause full *seisin* of the premises aforesaid, with the appurtenances, in form aforesaid recovered, to be delivered to him; and it was so granted him by the court returnable here without delay, &c.

And afterwards, (that is to say) this same twenty-sixth day of *June*, came here again into court the said *B. R.* in his proper person, and also the bailiff of this Manor and minister of this court, namely, *B. B.* who certified and returned to this court that he, by virtue of this precept to him directed, did sitting this court, cause full *seisin* of the lands and premises aforesaid, with the appurtenances, in form aforesaid recovered, to be delivered to the said *B. R.* as by the said precept he was directed, &c.

And thereupon the lord of this Manor, upon the humble petition of the said *B. R.* and in full execution of the judgment and recovery aforesaid, by the hands of the deputy steward of this court, did in full and open court, before the whole homage, thereof grant and deliver to the said *B. R.* *seisin* of the said premises with the appurtenances

tenances by him recovered in form aforesaid, to hold to him the said *B. R.* and his heirs at the will of the lord, according to the custom of this Manor, by the rents and services thereof, before due, and of right accustomed. And the said *B. R.* was admitted tenant thereof, saving every one's right, &c. and he gave to the lords nothing for a fine, because for a common assurance only, and his fealty to the lords therefore is pardoned.

And immediately afterwards sitting the court, came here again into court, the said *G. C.* the said *A. B.* and the said *N. H.* in their own proper persons, and for the better assurance, ratification and confirmation of the estate and title of the said *B. R.* to the premises, with the appurtenances, recovered by him in form aforesaid, did by the hands of the deputy steward of this court, by the rod, surrender, and in full and open court, the whole homage, witnessing the same, remise, release, and altogether for themselves, and their several and respective heirs for ever, quit claim to the said *B. R.* in his full and peaceable possession, and *seisin* thereof now being, and to his heirs, all and every the lands and premises aforesaid, with the appurtenances in form aforesaid recovered. And also all the estate, right, title, interest, claim, and demand whatsoever, which they the said *G. C. A. B.* and *N. W.* every or any of them, then or ever had, or which they or their heirs or any of them, should or might, in or by any ways hereafter, have or lawfully claim to have, of, in, unto or out of the same premises, or in, or to any part or parcel of the same, with their, and every of their appurtenances, and also all, and all manner of action and actions, cause and causes of action, suits, real, personal, or mixt whatsoever, together with all and every error and errors, in deeds, records, rolls of court, and in the plaint aforesaid, and in the process thereof, and proceedings

ceedings thereupon. And all writs of false judgment; which they the said *G. C. A. B.* and *N. H.* every or any of them, their, every, or any of their heirs, then had, or hereafter might have, against the said *B. R.* and his heirs, of, in, for or by reason of the premises aforesaid, with their appurtenances, or any part thereof, so as neither they, the said *G. C. A. B.* and *N. H.* nor any of them, their, or any of their heirs, nor any other for them, or in their, or any of their name or names, any estate, right, title, interest, claim or demand whatsoever, of, in, unto or out of the said premises, with their appurtenances, or in, or to any part or parcel thereof, should or might have claim, challenge or demand. But of and from all, every, and any action or actions of right, and all estate, right, title, interest, claim and demand, in or to the same premises, were and every of them thereafter should be utterly excluded, and by said surrender and release debarred.

And immediately afterwards as then sitting the court, he the said *B. R.* being present in court in his own proper person, did surrender by the rod, into the hands of the lord of this Manor, the aforesaid lands and tenements unto which he was admitted tenant at this said present court, after a recovery thereof, according to the custom of this Manor, was in due form of law had and suffered in manner and form as is herein before recorded; and the reversion and reversions, remainder and remainders thereof, and of every part and parcel thereof. And also all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, at law and in equity, or otherwise howsoever, of him the said *B. R.* of, in, or to the same, with their, and every of their rights, members and appurtenances whatsoever; to the use and behoof of the said *P. E.* and of his heirs and assigns for ever. Now to this said court came the said *P. E.* in his own proper
to.

person, and prayed the favour of the lords of this Manor to be admitted tenant to all and every the hereditaments and premises so as aforesaid surrendered (that is to say) to one tenement, with a garden annexed, and four acres of land, lying near the close called *Randall's* close, in *B.* and also to four other acres of land in four several parcels in *B.* aforesaid or *B.* with the appurtenances, late the customary lands of *C. L.* And the said *P. E.* was admitted tenant to all and every the same hereditaments and premises accordingly; to whom the lords by their said deputy steward, did deliver *seisin* thereof by the rod, to hold to him the said *P. E.* and his heirs for ever, of the lord of this Manor at his will, according to the custom of this Manor, by the rents and services therefore due and of right accustomed. And he gave to the lord nothing for a fine, because for a common assurance only, and his fealty was pardoned.

Manor of T. in the County of N. { A special court baron of the
right honorable the earl of C.
holden for the said Manor, on the fourth day of *April*,
one thousand seven hundred and eighty-seven; by and
before *R. W.* gentleman, deputy steward, lawfully ap-
pointed of and for *R. B.* esq. chief steward.

Homage. { *N. T.*
W. H.

Admit-
tance un-
der an act
of inclo-
sure, to
an allot-
ment in
lieu of an
old estate.

“ Whereas *I. E.* lately died, seized in fee of and in dis-
vers messuages, lands and tenements, holden of this
Manor by copy of court roll. And whereas by an act
of parliament passed in the twenty-sixth year of the reign
of his present majesty, intituled “ An act for dividing
“ and inclosing the lands and tenements in *T.* in the
“ county of *N.*” It is enacted, “ that all messuages,
“ houses, buildings, lands or grounds, which should
“ be allotted and awarded by virtue of the said act, to any
“ person or persons, for or in lieu, or in respect of any
“ messuages, houses, buildings, lands or grounds, hol-
“ den by copy of court roll of this Manor, or for, or in
“ respect of any right of common or shackage, appurte-
“ nant or appendant to any such Copyhold, messuages,
“ tofts or lands, should from and after the signing the
“ award or instrument in the said act mentioned, for ever
“ be deemed Copyhold, and should be held as such, by
“ and under the same tenures, rents, payments, fine,
“ customs and services, as the Copyhold lands and tene-
“ ments respectively, for, or in lieu, or in respect where-
“ of such new allotments should be made, where then
“ held, and at the yearly rent of one penny for every
“ acre

APPENDIX.

225

“acre of land which should be so allotted, in respect of
 “any Copyhold, common right, houses or tofts; and
 “that all and every person and persons entitled to any
 “Copyhold lands, and to whom in respect thereof any
 “lands should be allotted, should within twelve calendar months, next after the execution of the said award,
 “be admitted Copyhold tenants to the lands so allotted
 “to them.” And whereas the commissioners authorized to put the said act into execution, have by their award, dated the seventh day of *February* last, allotted and declared, that the whole of the allotment No. 4. to *I. E. of T.* in the county of *N.* gentleman, the only son and heir of the said *I. E.* deceased, containing by survey and admeasurement thirty-four acres, two roods, and seventeen perches, bounded by land allotted to — and *N. T.* respectively, *North*; by land allotted to the said *N. T. East*; by the town street; in part, by land allotted to the churchwardens and overseers of *T.* and to the said — respectively, in part *South*; and by land allotted to the churchwardens and overseers, and to the said — respectively, *West*; should for ever thereafter, be Copyhold of the said Manor, in lieu of thirty-eight acres, two roods, and twenty perches of land, by computation, lately Copyhold of the same Manor, belonging to the said *I. E.* deceased, lying dispersed in the parish and open fields of *T.* aforesaid. And that in respect of a Copyhold messuage and cottage, two acres and two rood of land, part of the said allotment, No. 4, should for ever thereafter be subject, and liable to an annual quit rent of one penny an acre to the lord of this Manor for the time being, the first payment thereof to be made on old *Michaelmas* day then next. Now to the said court came *I. E.* the son, in his proper person, and humbly prayed of the lord, to be admitted tenant to the messuage and cottage, whereof

Q

the

the said *I. E.* the father died, seized as his right and inheritance, (*viz.*) to a messuage, with the appurtenances in *T.* aforesaid, next the lords drove way *East*, lands of the said *I. E. West*, the lords lands *North*, and the kings highway, called the town street, *South*; and also to a cottage abutting upon the said highway towards the *North*, the cottage of *I. R. West*, and lands of the said *I. E. East* and *South*; and also to the premises so allotted and declared to be Copyhold, in lieu of the Copyhold lards, whereof his said father died seized. And thereupon the lord of the said Manor, by the hands of his said deputy steward, granted and delivered *seisin* of all the aforesaid premises, by the rod, to the said *I. E.* the son, to have and to hold the same at the will of the lord, according of the custom of the said Manor. To such and the same uses, and for such and the same estates, and subject to such and the same charges, and by and under such and the same antient rents, customs, duties and services; and the additional annual quit rent of one penny an acre, as the said late Copyhold premises were held; and he gave to the lord for a fine as by the rolls, and was admitted tenant accordingly.

Another
under the
act.

And whereas the said commissioners by their said award, allotted and declared, that thirteen acres of land, part of the allotment, No. 1. to *N. T.* of *T.* aforesaid, yeoman, and lying on the *South* part thereof, to which allotment adjoins a Copyhold messuage of the said *N. T.* should forever thereafter be Copyhold of this Manor, in lieu of fifteen acres, one rood, and twenty perches of land by computation, late Copyhold of the said Manor, belonging to the said *N. T.* lying dispersed in the parish and fields of *T.* aforesaid, and that in respect of the said Copyhold, messuage, two acres and one rood of
land

land, part of the said thirteen acres, should for ever thereafter be subject and liable to an annual quit rent of one penny to the lord of the said Manor, the first payment thereof to be made on old *Michaelmas* day then next. Now to this court came the said *N. T.* in his proper person, and humbly prayed of the lord to be admitted tenant to the premises so allotted, and declared to be Copyhold as aforesaid; and thereupon the lord of the said Manor by his said deputy steward, granted *seisin* of the said premises to the said *N. T.* by the rod; to have and to hold the same at the will of the lord, according to the custom of the said Manor; to such and the same uses, and for such and the same estates, and subject to such and the same charges, and by and under such and the same antient rents, customs, duties, and services, and the said additional annual quit rent of one penny an acre, as the said late Copyhold premises were held, and he gave to the lord for a fine as by the rolls, and was admitted tenant accordingly.

Mavor of S. in the county of S. to wit. A special court baron, held for X. X. lord of the said Manor of S. on the twenty-eighth day of June in the fourteenth year of the reign of our sovereign lord George the third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith and so forth, and in the year of our lord, 1774, by W. A. gentleman, deputy steward for this turn only of I. A. esq. steward there.

Homage. *I. I. } Sworn.
G. G. }*

Admit-
tance of
the affig-
nees of a
bankrupt
under the
bargain
and sale
from the
commissi-
on.

At this court the homage aforesaid upon their oaths, presented, that by indenture of bargain and sale, enrolled in his Majesty's high court of chancery, bearing date the twenty-first day of May, 1774, made or mentioned to be made between E. F. esq. F. W. and D. W. gentlemen of the one part, and R. P. of the Cliffe near Lewes, in the county of Sussex gentleman, W. R. of Rottingdean in the same county, gentleman, and W. S. of Kingsmere in the same county, gentleman, of the other part, reciting, that his majesty's commission under the great seal of Great Britain, grounded upon the several statutes made and now in force concerning bankrupts, bearing date at Westminster the twenty-fifth day of October, in the year of our lord 1773, had been awarded and issued against D. B. of R. aforesaid, merchant, dealer and chapman, directed to the said E. F. F. W. and D. W. together with W. K. esq. and R. D. gentleman, thereby giving full power and authority to the said commissioners, three or four of them to execute the same. And that the said commissioners, parties to these presents, having begun to put the said commission in execution, upon due examination

examination of witnesses and good proof upon oath before them had and taken, had found, that the said *D. B.* for several years past, used or exercised the trade or business of a merchant, dealer and chapman, by buying and selling, and by exporting and importing divers kinds of goods, wares and merchandizes, and did by such trade and business seek and endeavour to get his living as others of the same business usually did. And that he the said *D. B.* by reason of such his trade and business, did become justly and truly indebted and still did owe and stand indebted in the sum of three hundred pounds, to *W. R.* (upon whose petition the said commission issued) And that he the said *D. B.* being so indebted in the judgment of the said commissioners, parties thereto (before the date and suing forth of the said commission), became a bankrupt within the compass and true intent and meaning of all or some or one of the several statutes made and now in force, concerning bankrupts. And that the said commissioners, parties, thereto in further execution of the said commission, and pursuant to the directions of an act of parliament, made and passed in the fifth year of the reign of his late majesty king *George* the second, entitled an act to prevent the committing of frauds, by bankrupts, having caused notice to be given and published in the *London Gazette* for a sitting under the said commission, and for the creditors of the said *D. B.* to meet the eighth day of *November* now last past, at ten o'clock in the forenoon, at the house of *T. S.* called the *White Hart* inn, in *L.* in the said county of *S.* to prove their debts, and choose assignees of the said *D. B.*'s estate and effects. They the said commissioners, parties thereto, met accordingly; and several of the creditors of the said *D. B.* who before that time, or then, and there duly proved their debts under the said commission, then and there also met and attended pursuant to the said notice.

And the major part in value of the said creditors who so met, whose debts exceeded the sum of ten pounds a piece, did then and there nominate, elect, appoint, and choose the said *R. P. W. R.* and *W. S.* three of the creditors of the said *D. B.* to be assignees of the estate and effects of him the said *D. B.* under the said commission, and desired the major part of the said commissioners named, authorized in and by the said commission, to make an assignment of his the said *D. B.*'s estate and effects, to them the said *R. P. W. R.* and *W. S.* accordingly, and directed that the monies arising by the said *D. B.*'s estate, should be paid and deposited in the hands of the said *R. P.* till a dividend be made thereof. And the said commissioners, parties thereto, had accordingly at the request of the said *R. P. W. R.* and *W. S.* made an assignment of the said *D. B.*'s personal estate. And also that the said commissioners, parties thereto, had found that the said *D. B.* at the time he became a bankrupt, was seized of all that Copyhold, messuage or tenement, garden and premises thereunto belonging, situate, lying, and being in *R.* aforesaid, and now or late in the tenure or occupation of the said *D. B.* and holden of the Manor of *R.* in the said county of *S.* and also all that Copyhold, messuage or tenement, garden, stable, two yard lands, and premises thereunto belonging, situate, lying, and being in *R.* aforesaid, and now in the tenure and occupation of *W. K.* his undertenants or assigns, and holden of the Manor of *S.* in the said county of *S.* and also the reversion of all that Copyhold, messuage or tenement, garden, three yard lands, and premises thereunto belonging, situate, lying, and being in *R.* aforesaid, and now in the tenure or occupation of the said *W. K.* his undertenants or assigns, expectant upon the death of *M.* the wife of *J. B.* of *R.* aforesaid, gentleman, late *M. M.* widow, and holden of the Manor of *S.* aforesaid. And also

also the reversion of all that stable, and two pieces or parcels of ground near the vicarage house, in *R.* aforesaid, expectant upon the death of the said *M. B.* and holden of the said Manor of *R.* It was by the said indenture of bargain and sale, witnessed, that the said commissioners, parties thereto, in further execution of the said commission, and by force and virtue thereof, and of the several statutes therein mentioned, and more especially of the said act of parliament, made and passed in the fifth year of the reign of his said late majesty, king *George* the second, and for, and in consideration of the sum of five shillings of lawful money of *Great Britain*, to them in hand well and truly paid by the said *R. P. W. R.* and *W. S.* at or before the sealing and delivery of those presents, the receipt whereof is hereby acknowledged. And also in consideration of the covenants and agreements therein contained, on the part and behalf of the said *R. P. W. R.* and *W. S.* to be kept and performed, had, ordered, bargained, sold, and set over and by these presents (as much as in them lay, and they lawfully might) did order, bargain, sell, and set over to the said *R. P. W. R.* and *W. S.* all and singular the said messuages or tenements, farms, lands or hereditaments and estate, as well freehold as Copyhold, whereof, or wherein the said *D. B.* then was, or at, or since the time he became a bankrupt as aforesaid, was any ways seized, possessed of, or interested in any estate of inheritance, or for life or lives. And all his estate and interest therein in possession, remainder, reversion or expectancy, to hold all and singular, the said messuages or tenements, farms, lands, hereditaments, and premises, with their and every of their appurtenances to the said *R. P. W. R.* and *W. S.* their heirs and assigns, to the only proper use and behoof of them, the said *R. P. W. R.* and *W. S.* their heirs and assigns for ever, or according to the said *D. B.*'s right or interest

interest therein (subject to such mortgage or mortgages, or other charges, or incumbrances, (if any such there be) as the same are legally charged with, or liable to. In trust nevertheless for the benefit and advantage of them the said *R. P. W. R.* and *W. S.* and all and every other the creditors of the said *D. B.* who already have come in and sought relief, or shall in due time come in and seek relief by virtue of the said commission or any renewed commission against the said *D. B.* and duly prove and ascertain their several and respective debts under the same, according to the directions and limitations of the said statutes. And as to the overplus, (if any should be) after payment and satisfaction of all such debt or debts, as should or might be proved under the said commission, or any renewed commission against the said *D. B.* and the charges of suing forth, and prosecuting the same in trust for the said *D. B.* his heirs and assigns, according to the said statutes, and the true meaning thereof, and to and for no other use, trust, intent, or purpose whatsoever. Now at this court, in their own proper persons, came the said *R. P. W. R.* and *W. S.* and humbly prayed of the lord of the said Manor to be admitted tenants to the premises to which they are according to the form and effect of the said indenture. To whom the lords of the said Manor of *S.* by their said deputy steward, granted *seisin* thereof by the rod, to have and to hold the said premises with the appurtenances, unto the said *R. P. W. R.* and *W. S.* their heirs and assigns for ever, by copy of court roll, at the will of the lord, according to the custom of the said Manor, by the rents, customs and services, therefore due and of right accustomed. And they were admitted tenants thereof in form aforesaid, and paid to the lord for a fine as by the court rolls, and they were admitted tenants accordingly, and did their fealty for the same.

Manor

*Manor of S. in the } A special court baron held for
County of S. to wit. } X. Y. lord of the said Manor of
S. on the twenty-eighth day of December; in the four-
teenth year of the reign of our Sovereign Lord George
the Third, by the Grace of God of Great-Britain,
France and Ireland, King, Defender of the Faith and so
forth, and in the year of our Lord 1774, by W. A. gen-
tleman, deputy steward for this turn only, of I. A.
esquire, steward there.*

Homage, *I. I. }
G. C. } Sworn.*

At this court came *R. P. W. R.* and *W. S.* assignees ^{Surrender}
of the estate and effects of *Daniel B.* late a customary by the as-
tenant of this Manor, appointed under and by virtue of assignees of
a commission of bankrupt, and surrendered into the hands ^{part of the}
of the lord of the said Manor, by the rod; by the hands ^{premises}
and acceptance of the deputy steward aforesaid, according ^{to which}
to the custom of the said Manor, the reversion of all that ^{they were}
messuage or tement, garden, three yard lands, and ^{admitted}
premises thereunto belonging, situate, lying and being at ^{at the last}
R. within this Manor, and now in the tenure or occupa-
tion of *W. K.* his under tenants or assigns, expectant
upon the estate for life of *M.* the wife of *J. B.* of *R.*
aforesaid, gentleman, late *M. M.* widow, to the use and
behoof of *M. R.* the wife of *S. R.* of *R.* aforesaid, gen-
tleman, and her assigns, for and during the term of her
natural life; and from and immediately after her decease,
to the use and behoof of the said *S. R.* and his heirs and
assigns for ever. And the said *M. R.* being present in ^{Admit-}
court, desired to be admitted to the said reversion expect-
^{tance of}
^{the pur-}
tant chafer.

ant as aforefaid, of and in the faid premifes, according to the tenor of the faid furrender, to whom the lords of the faid Manor, by the faid deputy fteward, granted *feifin* thereof by the rod, to have and to hold the reverfion aforefaid, with the appurtenances, unto the faid *M. R.* for and during the term of her natural life, when after the death of the faid *M. B.* it fhall happen, by copy of court rolls, at the will of the lords, according to the cuftom of the faid Manor, by and under the rents, cuftoms and fervices therefore due and of right accuftomed; and ſhe was admitted tenant thereof in form aforefaid, and gave to the lords for a fine, as by the rolls, but her fealty was refpited.

Surrender of the other part. At this court came *R. P. W. R.* and *W. S.* affignees of the eftate and effects of *Daniel B.* late a customary tenant of this Manor, appointed under a commiffion of bankrupt, and furrendered into the hands of the lords of this Manor, by the rod, by the hands and acceptance of the faid deputy fteward, according to the cuftom of the Manor aforefaid, all that meffuage or tenement, garden, ftable, two yard lands and premifes thereunto belonging, fittuate in *R.* aforefaid, and to which they admitted at the laft court holden for this Manor, to the ufe and behoof of *R. R.* of *R.* aforefaid, fpinfter, her heirs and affigns for ever. And the faid *R. R.* being then prefent in court, defired to be admitted tenant of the premifes aforefaid, to whom the lords of the Manor aforefaid, by their deputy fteward aforefaid, granted *feifin* thereof by the rod, to have and to hold the premifes aforefaid, with the appurtenances, unto the faid *R. R.* her heirs and affigns for ever, by copy of court roll, at the will of the lords, according to the cuftom of the faid Manor, by and under the rents, fervices and cuftoms therefore due and of right accuftomed

Admittance of the purchaser.

tomed, and she was admitted tenant, and paid a fine to the lords, as appears by the court rolls, and did fealty for the same accordingly.

It may not be improper, in this place, to observe generally on the language of Copyhold conveyances, that the most plain, easy, and simple style, that can be made use of, and as free as possible from all technical expressions, is infinitely the best; for Copyhold conveyances ought not to be considered as regular and systematical deeds, drawn with the legal skill of an able and experienced conveyancer, but rather as the evidence and record of acts that have taken place in court, *etiam voce*, and then minuted down. Under this idea, it is, that the entries here given are drawn, as best agreeing with the simplicity of the times, when conveyances of this description first had their origin.

The Minute Book to Copyholds of Inheritance.

Manor of A. in the } Court leet and court baron of
County of B. } the right honourable the earl of
C. held at ———, the twenty-first of *January*, one
 thousand seven hundred and ninety-four, before *R. B.*
 esquire, steward.

Leet Jury sworn.

<i>A. B.</i>	}	<i>N. O.</i>	}
<i>C. D.</i>		<i>P. Q.</i>	
<i>E. F.</i>		<i>R. S.</i>	
<i>G. H.</i>		<i>T. V.</i>	
<i>I. K.</i>		<i>W. X.</i>	
<i>L. M.</i>		<i>Y. Z.</i>	

Homage sworn.

R. S.
T. T.
G. H.

S. F. sworn in constable, and *R. B.* and *S. M.* third-boroughs for the year ensuing.

A. B. sworn in hayward for the year ensuing.

All the Copyhold tenants amerced at sixpence for not doing suit.

J. R. amerced for an incroachment on the waste, presented at a former court, five shillings.

G. J. amerced for digging and inclosing part of the common, if not laid open before first of *December*, five shillings.

A. B.

A. B. fined for inclosing the waste, if not laid open before first of *December* next, five shillings.

C. D. amerced for the like offence, five shillings.

E. F. tenant of *S. R.* amerced for digging ten perches, or thereabouts, of the waste, twenty shillings.

G. H. amerced for the like offence, five shillings.

W. S. for lopping two trees in mercy, three shillings and four-pence, and *L. A.* for lopping two other trees, two shillings and sixpence.

E. W. for depasturing the waste with sheep and other beasts, amerced twelve shillings and sixpence.

W. B. and *C. D.* presented for not doing suit though summoned.

Presented that a heriot is due to the lord, on the death of *K. L.* gentleman, for a certain close called *C.* belonging to a customary tenement, late of said *K. L.* deceased.

Presented that *A. B.* a freeholder of this Manor, of one messuage and five acres of land, with the appurtenances, in *B.* within the said Manor, died since the last court, and that *G. B.* is his son and heir.

The death of *T. G.* esquire, who held a messuage, &c. in fee, of this Manor presented, and order for the heir to do fealty.

Presented

Presented that *I. A.* sold to *R. A.* a messuage, &c. which he held of this Manor, and order made for said *R. A.* to do fealty.

Relief
6s. 8d. *A. G.* admitted to a freehold messuage, &c. whereof his father *T. G.* lately died seized, and paid for relief, &c.

Presented that *I. C.* who held one messuage, &c. heriotable, died seized thereof, and that a heriot is due, and that *A. B.* an infant of the age of four years is his son and heir, and proclamation made for said *A. C.* to be admitted.

Presented that *I. K.* who held to him and his heirs a customary messuage, &c. died since the last court, and that *E. K.* and *I. K.* are his heirs, and proclamation made for said next heirs to be admitted.

The death of *I. K.* presented, and proclamation for his next heir to be admitted tenant to all his hereditaments held of this Manor.

Fine £.10 The death of *G. R.* presented, who held to him and his heirs, one customary messuage, &c. and that *G. R.* is his son and heir, and said *G. R.* admitted to said premises.

Fine £.10 *T. F.* one of the heirs of *T. T.* and *A.* his wife, one of the daughters and co-heiresses of *T. T.* who held to him and his heirs one messuage, &c. admitted to said premises, after first proclamation made at last court.

N. B. The fine for the admission should always be put in the margin of the court rolls and the minute book,

book, and it is adviseable likewise to put the annual rents in the margins, as it may serve the more readily to point out the estate.

The death of *A. B.* who held to him and his heirs, Fine £.10 one cottage, &c. by the yearly rent of two shillings and sixpence presented, and that *A. B.* is his son and heir, an infant of the age of seven years, and said *A. B.* admitted, fealty respited, and guardian assigned.

Presented that *A. L.* on the third of *February* last past, Fine surrendered into the hands of *C. D.* and *C. H.* two customary tenants, two cottages, &c. to the use of *A. B.* son of *W. B.* late of, &c. deceased, an infant of the age of ten years, his heirs and assigns for ever, and which said *A. B.* by *C. D.* his guardian, was admitted to said premises according to said surrender, and fealty respited.

Presented that *A. P.* who held to him and his heirs a certain cottage, died long before this court, and that *W. P.* is his son and next heir, of full age, and said *W. P.* admitted to hold to him and his heirs, to the said premises.

I. G. bailiff, returned that he had seized the premises which *A. B.* died seized of, into the hands of the lord, as he was commanded at a former court.

Presented that *A. B.* died since the last court, seized of a messuage or tenement, &c. leaving *C. B.* his widow, and said *C. B.* admitted to her widow's estate therein.

Presented that *C. B.* widow, was admitted at a former court, for her widow's estate, &c. and said *C. B.* at this court

court surrendered and released the same to the use of *W. B.* his heirs and assigns.

Fine $\text{£.}25$ *A. S.* wife of *P. S.* admitted under and according to
Rent $\text{£.}1$ the form and effect of the last will and testament of *G. W.* gentleman, deceased, to one messuage or tenement and two crofts of land, containing by estimation five acres, called *H.* situate at *H. O.* within this Manor, one croft of land called *M.* containing by estimation two acres and one rood of land, lying at *P.* within this Manor, with the appurtenances. The fealty pardoned.

Fine $\text{£.}8$ *G. H.* admitted on the surrender of *A. B.* taken out of
Rent $\text{£.}2$ court, by the acceptance of *G. D.* and *E. F.* two customary tenants, on the first June, 1787, to two acres of arable land, lying at *N.* field; abutting on the lower furlong of *W. R.* on the East part, and the land of *T. T.* on the West part, to hold to him, his heirs and assigns for ever.

Fine $\text{£.}45$ *J. S.* surrendered all that customary messuage, situate, &c. to the use of *J. V.* his heirs and assigns for ever, and said *J. V.* admitted accordingly. And afterwards said *J. V.* surrendered the same premises to the use of himself, for life, with remainder to his wife *M. V.* for life, with remainder to *M. F.* in fee, and said *J. V.* admitted according to the form and effect of such surrender, and paid a fine for himself and those in remainder as aforesaid, and did fealty, but the fealty of *M. V.* and *F. M.* was respited.

T. S. the younger, in consideration of a marriage to be had between him and *S. H.* of, &c. spinster, and of 750*l.* to the said *T. S.* paid in marriage with said *S. H.* as a portion of said *S. H.* surrendered all that messuage,

A P P E N D I X.

suage, &c. that the same might be regranted to said *T. S.* and *S. H.* for their joint lives, and the life of the longer liver, and after the decease of said *T. S.* and *S. H.* and the survivor, to the heirs of the body of the said *T. S.* on the body of the said *S. H.* lawfully begotten, and for default of issue, to such person or persons, in such parts, shares, &c. as the survivor of them the said *T. S.* and *S. H.* should, by deed in writing, under his or her hand and seal, executed and attested in the presence of two or more witnesses, or by his or her last will and testament, said premises having been first surrendered by the survivor of them the said *T. S.* and *S. H.* to the use of such will, should surrender, direct, give, &c. and in default of such surrender, &c. to the right heirs of said *T. S.* for ever; and said *T. S.* and *S. H.* admitted accordingly.

R. A. surrendered all that customary messuage or tenement, with the outhouses, &c. and one acre of customary land, more or less, with all and singular the appurtenances thereunto belonging, as they are situate, lying and being near *E.* in the Manor aforesaid, now in the tenure or occupation of *R. I.* or his assigns, to the use of *I. S.* his heirs and assigns for ever. But upon condition that such surrender should be void, on payment by the said *R. A.* his heirs, executors, administrators or assigns, of the sum of forty pounds, with lawful interest, on the fourteenth of *October*, which will be in the year of our Lord, &c.

I. S. admitted under a mortgage surrender, made at a court, held on the _____ day of _____, by *R. A.* of all that customary messuage or tenement, with the outhouses, &c. and one acre of customary land (more or less)

R

less) with the appurtenances, &c. for securing forty pounds and interest, said sum not being paid according to the form and effect of said surrender, to hold to him and his heirs for ever.

R. A. in consideration of the said sum of ———, so lent to him by the said *I. S.* and in consideration of the further sum of ———, to him paid in court, released to the said *I. S.* the equity of redemption of the said premises.

Conditional surrender from *R. A.* on the 13th day of *April*, in the year, &c. taken out of court, by the hands of *W. I.* deputy steward, in the presence of *I. V.* and *I. C.* two Copyhold tenants, of all that Copyhold or customary messuage, &c. to *I. S.* for securing forty pounds and lawful interest, on the fourteenth of *October* next, brought into court and presented.

Conditional surrender from *S. B.* and *C.* his wife, taken out of court before *I. S.* gentleman, steward (the said *C.* being secretly examined) of all that messuage or tenement, customary and heriotable, with the appurtenances called *P.* and seven crofts of land thereunto belonging, whereof one is called *B.* another *F.* &c. containing in the whole, by estimation, forty acres (more or less) situate at *Z.* within the said Manor, to the use of *F. L.* widow, her heirs and assigns for ever, for securing to the said *F. L.* her executors, administrators, or assigns, the sum of 127*l.* 4*s.* with lawful interest, on the 12th day of *November*, which will be in the year of our Lord, &c. brought into court and presented.

It

It being presented, that at the court held on the ——— day, &c. *S. R.* surrendered one messuage or tenement, with half an acre of land, customary and heriotable called *G.* to the use of *A. B.* gentleman, on condition to pay to the said *A. B.* 106*l.* with lawful interest, upon the ——— day, &c. next ensuing. And that the said sum of money, was not paid according to the form and effect of the said condition. Proclamation was therefore made for the said *A. B.* to be admitted.

T. D. acknowledged satisfaction on a mortgage surrender, made to him, by *R. A.* at a court held for this Manor, on the ——— day, &c. of all that messuage or customary tenement, and seven acres of land called *B.* otherwise *D.* situate and being in *D.* within this Manor, and the five acres of customary land, to the messuage appurtenant, with all appurtenances for securing the sum of 103*l.* 11*s.* 4*d.* with lawful interest.

Presented that *I. S.* having been admitted at a court, held on the ——— day of ——— under a mortgage surrender, made by *R. A.* of all that customary messuage or tenement, with the appurtenances of him the said *R. A.* situate, lying, and being within, and parcel of the said Manor, for securing 40*l.* and lawful interest, and *R. A.* having now paid said sum of 40*l.* and interest, and *I. S.* having acknowledged satisfaction, *I. S.* surrendered said premises to the said *R. A.* his heirs, &c. and said *R. A.* readmitted.

A. B. surrendered all that Copyhold or customary messuage or tenement, and also all that other Copyhold or customary messuage or tenement, situate at ———

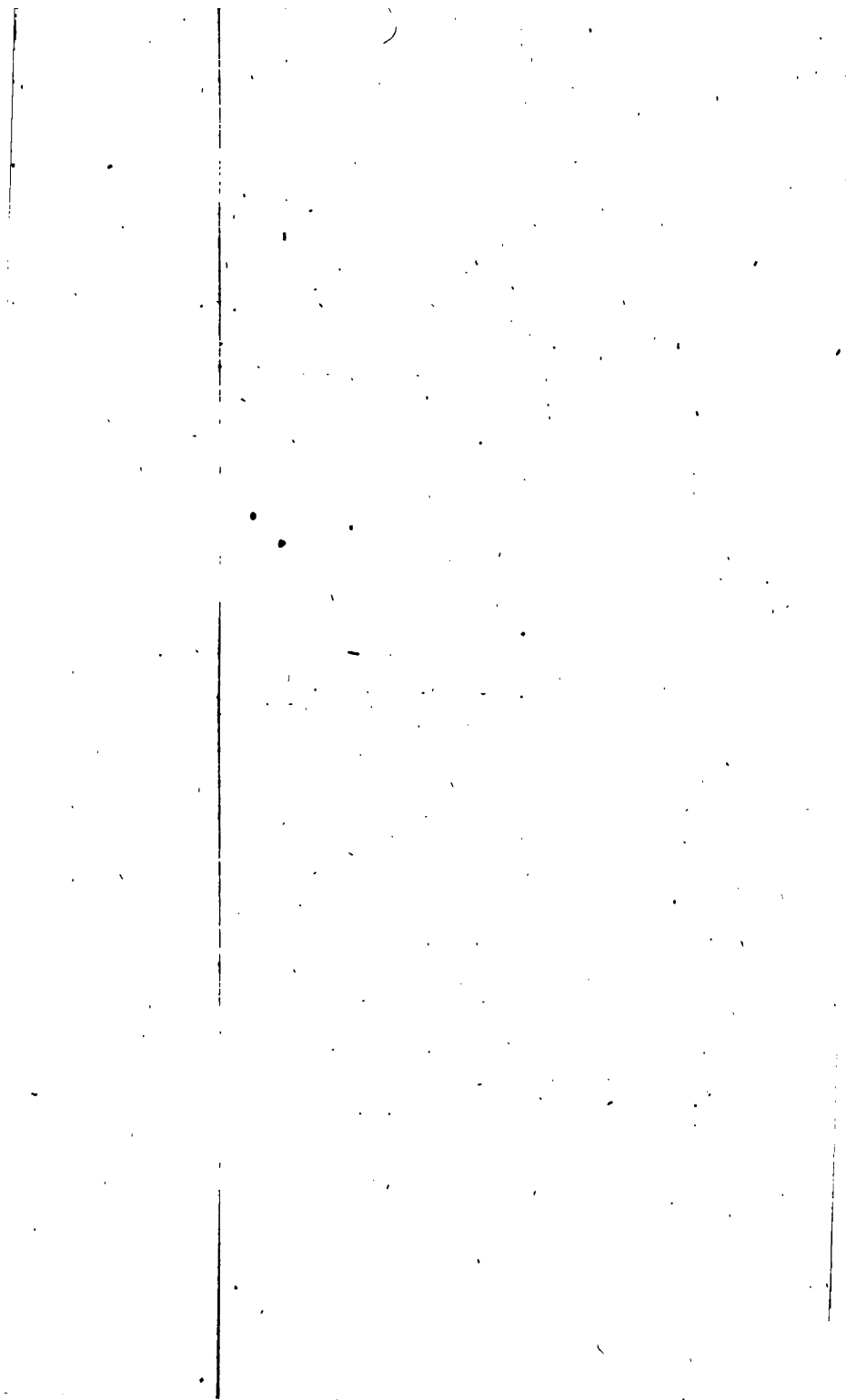
R 2

within

said Manor might do therewith his will, and remised and released, &c. unto the said *C. D.* all the estate, &c. which he the said *A. B.* then had or ever had, &c. of into, or out of said Copyhold, messuage, &c.

A. B. and *C.* his wife (the said *C.* being secretly examined) surrendered all that messuage or tenement and premises, situate at ——— within this Manor called *S.* and also all that other messuage, &c. called *T. C.* also seventeen acres of land to said messuage, &c. belonging, which said messuage or tenement called *S.* and *T.* and said seventeen acres of land were holden at the yearly rent of ——— that the said messuage or tenement, &c. called *S.* might be regranted to *E. F.* in fee, and that the said messuage or tenement, &c. called *T.* and said seventeen acres of land to *G. H.* yeoman in fee, at the several yearly rents apportioned, that is to say, the said *E. F.* to pay for the said messuage, &c. called *S.* the yearly rent of ——— and the said *G. H.* to pay for the said messuage, &c. called *T.* and said seventeen acres of land, the yearly rent of ———. And said *E. F.* and *G. H.* admitted accordingly.

A. B. exchanged with *C. D.* a messuage or tenement and premises called *E.* within this Manor, which said *A. B.* held in fee for a messuage or tenement and premises called *F.* within this Manor, which said *C. D.* held in fee, and said *A. B.* and *C. D.* severally admitted accordingly.



Baron and Court of Survey, held for the said
 . Esq. Steward of the said Manor.

Suit and Service.		
dependence on the Lord's Courts, on summons.		
Heriot.	Fines on Admission.	Suit and Service.
These tenants pay for an heriot the best live or dead beast, on the death of any tenant in possession.	These tenants pay a fine of two years of the improved value of the estate, on every admission upon a descent, and of one year of the like value on every alienation. N. B. The quit rents must be deducted.	These tenants are required personally to attend the Lord's courts, on summons, twice in every year.
Date of Lease.	Improved Yearly Rent.	Exception in all these leases of timber, and timber trees, and all Royalties. No. 4 and 5, bound to furnish four loads of straw each every year.
March 1790	l. s. d. 40 0 0	
January 1772	50 0 0	
June 1780	20 0 0	
October 1781	20 0 0	
February 1790	65 0 0	
December 1770	2 0 0	
February 1792	45 0 0	

rent. of twenty shillings and upwards, and being assessed to
 at the rate at which they themselves pay the tax.

A Court Baron and Court of Survey.

N. B. A Court of Survey having no peculiar jurisdiction, may be held with and for the Court Leet, Court Baron, or Customary Court, and at any time, at the lord's pleasure.

Manor of A. in the } THE court baron and court
County of B. } of survey of W. B. Esquire, lord
of the said Manor, held there on the fourth day of *May*,
in the year of our Lord ———, and in the ——— year
of the reign of our Sovereign Lord *George* the Third, by
the grace of God of *Great-Britain, France* and *Ireland*,
King, Defender of the Faith, and so forth, before *G. J.*
gentleman, steward there.

<i>A. B.</i>	} Homage sworn.	<i>P. Q.</i>	} Homage sworn.
<i>C. D.</i>		<i>R. S.</i>	
<i>E. F.</i>		<i>T. U.</i>	
<i>G. H.</i>		<i>V. W.</i>	
<i>I. K.</i>		<i>X. Y.</i>	
<i>L. M.</i>		<i>X. Z.</i>	
<i>N. O.</i>		<i>M. P.</i>	
<i>R. T.</i>		<i>R. S.</i>	

At this court the said homage being sworn, and charged upon their oaths, touching the said court baron, upon their oaths present and say, that the Right Honourable the Earl of *L. J. P. T.* Esquire, *R. R. R.* Esquire, the Rev. *J. D.* Clerk, *J. P. S.* Esquire, and *J. J.* yeoman, are free tenants, or free suitors of the said Manor, who owe suit to this court.

The said homage also upon their oath present, that *A. B.* Esquire, *G. L.* Esquire, *B. C.* gentleman, *R. C.* widow, *B. B. C. C.* and *D. D.* yeomen, &c. are Copyhold or customary tenants of this Manor. And the said homage also upon their oaths present, and that each of the said several tenants making default in not appearing, and not essoined, is in mercy.

N. B. As the several tenants appear, they should be marked as appearing, thus ("app.") over their respective names: those who are essoined, or for whom an excuse for their non-appearance is made, should likewise be marked thus ("ess") and those who do not appear, being to be fined for their non-attendance, should be recorded as not appearing, and fined accordingly.

The deaths of tenants should be next presented, heriots and reliefs, and on whose death due should then be presented; the several customs of the Manor should likewise be presented.

Present-
ment of
the cus-
toms.

The said homage, on their oaths, present the customs of this Manor as follow:

N. B. The peculiar customs of Manors are so very various, and many of them so whimsical, that it is almost impossible, as well as unnecessary, to give any precise or exact form of them: but the following are some of the most usual and general.

First, That a court leet and court baron ought to be held within the said Manor, on *Tuesday* in *Easter* week, and also on the *Tuesday* in the week of the feast of *Saint Michael*, yearly.

N. B. These are the statutable times for holding general courts.

Also

Also they present that at this court, time out of mind, a constable has been chosen for that part of the parish of *S.* which lies within the said Manor, and also two tything-men for *C.* and *D.*

Also they present, that *A. B.* and every occupier of the farm and lands called *C.* do keep a bull for the use of the tenants of the said Manor.

Also, that every customary tenant may not cut timber, and other trees growing upon his tenement, without leave of the lord.

Also, that the homage sworn at every court, upon their view of any annoyance or encroachment between the customary tenants, may restrain the same by fine or penalty.

Also, that upon view and presentment by the homage, that any customary tenement, &c. is out of repair, if the tenant of such tenement shall not repair such tenement within such convenient time as the homage shall appoint for that purpose, he shall forfeit to the lord.

Also, that two customary tenants may take surrender in cases of extremity only, and that none else, except the steward of the lord, by grant, or his deputy, can take surrenders out of court.

Also, that all admissions granted by the lord out of court, as also all surrenders so taken by him, ought to be presented by the homage at the next court.

Also,

Also, that all surrenders taken by the steward, or his deputy, or by tenants, ought to be presented at the court next ensuing, such surrenders, or such surrenders are void.

Account of Copies brought.

At this court, *A. B.* brought a copy of court roll of this Manor, bearing date the ——— day of ——— *Ec.* whereby he holds to him and his heirs for ever, of the lord of this Manor, a messuage or tenement, and half yard land, with the appurtenances at *S.* within this Manor, at the yearly rent of eight shillings and sixpence, and for a heriot, when the same shall be due, the best live or dead beast,

ol. 8s. 6d.

Also *G. L.* esq. brought another copy of court roll of this Manor bearing date the ——— day of ——— *Ec.* whereby he holds to him and his heirs, a messuage and yard land and a half, with the appurtenances at ——— within this Manor, at the yearly rent of ten shillings, and for a heriot, when the same shall be due, the best live or dead beast.

ol 10s 0d

Also *B. C.* gentleman, brought another copy of court roll of this Manor, bearing date the ——— day of ——— *Ec.* Whereby he holds to him and his heirs, a tenement and six acres of land with the appurtenances, at the yearly rent of seven shillings and sixpence; and for a heriot the best live or dead beast.

ol 7s 6d

Also *R. C.* widow, brought another copy of court roll of this Manor, whereby she holds to her and her heirs, two tenements, and two acres of land, with the appurtenances

A P P E N D I X.

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ances, at the yearly rent of five shillings, and for an old heriot the best live or dead beast.

Also *B. B.* yeoman, brought another copy of court roll of this Manor, bearing date the———day of——— whereby he holds to him and his heirs, a cottage and two acres of land with the appurtenances, at the yearly rent of two shillings and three-pence ; and for a heriot, the old 2s 3d the best live or dead beast,

Also *C. C.* yeoman, brought another copy of court roll of this Manor, bearing date the———day of——— whereby he holds to him and his heirs, a cottage and one acre and half of land with the appurtenances, at the yearly rent of two shillings and threepence ; and old 2s 3d for a heriot the best live or dead beast.

Also *D. D.* yeoman, brought another copy of court roll of this Manor, bearing date the———day of——— whereby he holds a cottage and half an acre of land, with the appurtenances, at the yearly rent of one shilling; and old 1s 0d for a heriot the best live or dead beast.

Account of Leases.

Also *A. B.* esq. produced a lease, whereby he holds of the lord of this Manor for the term of fourteen years from the date hereof, a messuage, tenement, and forty acres of land, at the improved yearly rent of forty pounds.

*Lease bearing date the twenty-fifth
day of March, one thousand seven
hundred and ninety.*

Also

APPENDIX.

Also C. D. esq. produced a lease, whereby he holds of the lord of this Manor, for the term of twenty-one years, from the twenty-fifth *December*, one thousand seven hundred and seventy-one, a messuage, tenement, and fifty-six acres of land, at the improved yearly rent of fifty pounds.

*Lease dated the first day of January,
one thousand seven hundred and
seventy-two.*

Also E. F. gentleman, produced a lease, whereby he holds of the lord of this Manor, for the term of seven years from the date thereof, a messuage and ten acres of land, at the improved yearly rent of twenty-pounds.

*Lease dated the twenty-fourth day of
June, one thousand seven hun-
dred and eighty.*

Also G. H. yeoman, produced a lease, whereby he holds of the lord of this Manor, for the term of fifteen years from *Michaelmas* old style, then last past; twenty acres of land, at the improved yearly rent of twenty pounds, and four loads of straw.

*Lease dated the first day of October,
one thousand seven hundred and
eighty-one.*

Also I. K. yeoman, produced a lease, whereby he holds of the lord of this Manor, for the term of fifteen years, from *Lady Day* next ensuing, the date of the said

lease

lease, a messuage and sixty acres of land, at the improved yearly rent of sixty-five pounds, and four loads of straw.

Lease dated the twentieth day of February, one thousand seven hundred and ninety.

Also *L. M.* yeoman, produced a lease, whereby he holds of the lord of this Manor from the date of the said lease, for the term of fifteen years, two cottages, at the improved yearly rent of two pounds.

Lease dated the twenty-fifth day of December, one thousand seven hundred and seventy.

Also *N. O.* yeoman, produced a lease, whereby he holds of the lord of this Manor, from the date of the said lease, for the term of seven years, fifty acres of land, at the improved yearly rent of forty-five pounds.

Lease dated the twenty-eighth day of February, one thousand seven hundred and ninety-two.

*The Form and Method of holding a Court Baron,
and Customary Court, in a Copyhold Estate for
Lives, together with an Entry of the Proceed-
ings in the Rolls of the Court.*

Manor of A. in the } THE court baron and cus-
County of B. } tomary court of the Right Ho-
nourable the Earl of C. lord of the Manor of A. held in
and for the said Manor, the twenty-first day of *January*,
in the thirty-fourth year of the reign of his Majesty King
George the Third, and in the year of our Lord one thou-
sand seven hundred and ninety-four, before R. B. Esquire,
steward.

Homage, *A. B.* }
C. D. } Sworn.
E. F. }

For the proclamations at the opening court, swearing
in of the officers, and for general presentments of the ho-
mage (*See Appendix, p. 168*)

Death of a Copyholder presented, and proclamation for next life, or person next entitled to come in and be admitted tenant, re-
corded.

At this court the homage present that *J. C.* late one of the customary tenants of this Manor, who held to him for the term of his life, and the lives of *A. B.* and *C. D.* and the life of the longer liver of them successively, by the rod, at the will of the lord, according to the custom of the said Manor, one messuage and four acres of land, with the appurtenances, died seized thereof since the last court, and before this court, whereupon there became due to the lord for an heriot, the sum of *twenty shillings*; and they also present that *A. B.* the next life in the copy, is the person next intitled to the said premises, who, though this

this first time solemnly called to appear in court, to be admitted tenant to the said tenements, with the appurtenances, did not appear, therefore his first default was recorded.

At this court came *A. B.* the life nominated next in succession after the death of *C. D.* whose death was this day presented, and prayed of the lord to be admitted tenant in possession to all that messuage or tenement, situate at ———, within this Manor, to hold to him for the term of his life, and the life of *E. F.* the other remaining life in the copy, and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, by the rents, duties and services therefore due and of right accustomed, and the said *A. B.* was admitted tenant thereto accordingly. And afterwards the said *A. B.* and *E. F.* surrendered all and singular the same premises, with the appurtenances, into the hands of the lord, by the rod, by the hands and acceptance of the steward, to the intent that the lord might regrant the same premises to the said *A. B. E. F.* and *G. H.* of ———, yeoman, to hold to them for the term of their natural lives, and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor; to which said *A. B.* the lord by his steward aforesaid, granted *seisin* of all and singular the said premises by the rod, to have and to hold the said messuage or tenement and premises, with the appurtenances, unto the said *A. B. E. F.* and *G. H.* and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, by the yearly rents, duties and services therefore due, and of right accustomed, for the grant whereof the said *A. B.*

Admittance of next life, surrender by him, and the third life, in order to fill up the copy.

gave to the lord for a fine, as appears by the court rolls and was admitted tenant, and did his fealty for the same accordingly.

Admit- At this court came *C. B.* widow of *S. B.* late a Copy-
tance of a hold or customary tenant of this Manor, who held to him
widow to for the term of his life, and the lives of *X. Y.* and *Y. Z.*
her wi- and the life of the longer liver of them successively, one
dow's es- messuage or tenement, and fifteen acres of land, custom-
tate. ary of this manor, and humbly prayed of the lord to be
 admitted to the said premises, of which the said *S. B.* so
 died seized as aforesaid, for the term of her widow's es-
 tate therein, according to the custom of the said Manor,
 to whom the lord, by his steward aforesaid, granted *seisin*
 thereof, by the rod, to have and to hold the said premises,
 with the appurtenances, unto the said *C. B.* for the term
 of her widow's estate therein, at the will of the lord, ac-
 cording to the custom of the said Manor, and she was
 admitted tenant accordingly.

Surren- At this court, the death of *C. D.* being presented,
der by the came *A. B.* * a Copyhold or customary tenant of this
first life, Manor, who held to him for his life, and the lives of the
on the said *C. D.* and *E. F.* a certain Copyhold or customary
death of messuage or tenement, and six acres of land, situate at ———,
the 2d or within this Manor, and surrendered into the hands of the
3d life, lord, by the rod, the hands and acceptance of his said
in order steward, all that the said Copyhold or customary messuage
to fill up or tenement, and six acres of land, with the appurte-
the copy, nances aforesaid, to the intent that the lord might regrant
and ad- the same to the said *A. B.* for the term of his natural life,
mittance
thereon.

* N. B. In this case *A. B.* is to be considered as sole purchaser.

and

and for the lives of *E. F.* the next remaining life in the copy, and *G. H.* of, &c. ———, yeoman, to which said *A. B.* present in court, the lord by his steward afore-said, granted *feisin* of the said premises, by the rod, to have and to hold the said messuage or tenement, and six acres of land, with the appurtenances, unto the said *A. B.* for the term of his natural life, and for the lives of the said *E. F.* and *G. H.* successively, at the will of the lord, according to the custom of the said Manor, by and under the yearly rents, duties and services therefore due and of right accustomed, for the grant whereof the said *A. B.* gave to the lord for a fine, as appears by the court rolls, and was admitted tenant thereto, and did his fealty for the same accordingly.

At this court came *A. B.* a Copyhold or customary Surrender tenant of this Manor, who holds to him for the term of ^{by the first} his life, and the lives of *C. D.* and *E. F.* a Copyhold mes- ^{life, in or-} suage and half yard land, situate at ———, within ^{der to ex-} change a this Manor, and surrendered into the hands of the lord, ^{life.} by the hands and acceptance of his said steward, the said messuage or tenement, and half yard land, with the appurtenances, to the intent that the lord might regrant the said messuage or tenement, and half yard land, with the appurtenances, to hold to him the said *A. B.* for the term of his natural life, and for the lives of *G. B.* aged ten years, and *S. B.* aged eight years, the two sons of the said *A. B.* and for the life of the longer liver of them successively * at the will of the lord, according to the custom

* It is always adviseable to insert the ages of young lives, when they are put in, as it serves to assist in identifying their persons, when they come many years afterwards to be admitted.

of the said Manor, to whom the lord, by his steward
aforesaid, granted *seisin* of the said premises, by the rod,
to have and to hold the said messuage or tenement, and
half yard land, with the appurtenances, unto the said *A. B.*
for the term of his natural life, and the lives of the said
G. B. and *S. B.* his two sons successively, at the will of
the lord, according to the custom of the said Manor, by
the yearly rents, duties and services therefore due and of
right accustomed, for the exchange and grant whereof
the said *A. B.* gave to the lord for a fine, as appears by
the court rolls, and did his fealty for the same, and was
admitted tenant thereof accordingly.

Surrender
on pur-
chase for
the same

At this court came *A. B.* a Copyhold or customary
tenant of this Manor, who holds to him for the term of
his life, and the lives of *C. D.* and *E. F.* a certain Copy-
hold or customary messuage or tenement, and nine acres
of land, situate at ———, within this Manor, and
surrendered by the rod into the hands of the lord, by the
hands and acceptance of his said steward, all that the said
Copyhold or customary messuage or tenement and nine
acres of land, with the appurtenances aforesaid, to the
intent that the lord might regrant the same to *E. F.* of,
&c. gentleman, to hold to him for the lives of him
the said *A. B.* *C. D.* and *E. F.* successively, at the will
of the lord, according to the custom of the said Manor,
by the yearly rents, duties and services therefore due, and
of right accustomed.

N. B. It should be observed that in the forms here
given, the first life is the sole purchaser, and
having an absolute dominion over the estate, and
the other lives being as his trustees merely, a sur-
render

render by the first life only is sufficient; but if all three lives have a beneficial interest, successively, they must all join in making a surrender.

At this court *A. B.* took of the lord the reversion of all that messuage or tenement and six acres of land, situate at _____, within this Manor, after the death, surrender or forfeiture, of the said premises by *C. D.* and *E. F.* the lives now in the copy, to hold to him for the term of his natural life, from and after such death, surrender, or forfeiture as aforesaid; and the lord, by his steward aforesaid, granted to the said *A. B.* *seisin* of the said premises by the rod, to have and to hold the said messuage or tenement, and six acres of land, with the appurtenances, after the death, surrender or forfeiture of the said *C. D.* and *E. F.* unto the said *A. B.* for and during the term of his natural life, by the rod, at the will of the lord, according to the custom of the said Manor, by the yearly rents, duties and services therefore due and of right accustomed; and the said *A. B.* was admitted tenant in reversion accordingly, but his fealty was respited until hereafter.

At this court the lord, by his steward, for a valuable consideration, granted unto *A. B.* all that messuage or tenement, situate at _____, within this Manor, and which said messuage or tenement was lately held by copy of court roll of this Manor, and lately fell into the hands of the lord upon the death of *C. D.* late a Copyhold or customary tenant of this Manor, the last existing life in the said copy of court roll, to hold to him the said *A. B.* for the term of his natural life, and for the lives of *O. P.* and *P. O.* or such other lives as he shall nominate to be estated in the premises, and the life of the longer liver of

them successively ; to which the said *A. B.* the lord, by his steward aforesaid granted *seisin* of the said premises, to have and to hold the said messuage or tenement and premises with the appurtenances, unto the said *A. B.* for and during the term of his natural life, and the lives of the said *O. P.* and *P. O.* and such other lives as aforesaid, by the rod, at the will of the lord, according to the custom of the said Manor, by and under the yearly rents, duties and services, therefore due and of right accustomed. For the grant whereof the said *A. B.* gave to the lord for a fine, as appears by the court rolls, and did his fealty for the same, and was admitted tenant thereto accordingly.

Mortgage or conditional surrender by the first life for his own, and two other lives in the copy taken in court.

At this court came *R. A.* a copyhold or customary tenant of this Manor, who holds of the lord of this Manor, for the term of his life, and the lives of *C. D.* and *E. F.* and the life of the longer liver of them successively, a customary messuage or tenement, and one acre of land, and as well for the said *C. D.* and *E. F.* as for himself, surrendered into the hands of the lord of the said Manor, by the rod, by the hands and acceptance of *R. B.* esq. steward there, according to the custom of the said Manor, all that the said customary messuage or tenement, with the outhouses, edifices, buildings, yards, barns, gardens, and one acre of customary land (more or less) with all and singular the appurtenances thereunto belonging, as they are situate, lying, and being near *E.* in the Manor aforesaid, now in the tenure or occupation of *R. J.* or his assigns, to the intent that the lord might regrant the same premises, to *I. S.* of *Essex*. to hold to him his executors, administrators and assigns, for the term of the natural lives of the said *R. A.* *C. D.* and *E. F.* and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor,

nor, provided always and upon this condition, that if the said *R. A.* his heirs, executors, administrators or assigns, should well and truly pay, or cause to be paid, to the said *J. S.* his executors, administrators or assigns, the full sum of forty pounds of good and lawful money of *Great Britain*, with lawful interest for the same, at or upon the fourteenth day of *October*, which will be in the year of our lord, &c. at the dwelling house of the said *J. S.* situate in, &c. without any deduction or abatement whatsoever, for or in respect of any taxes, rates, charges, assessments, or impositions whatsoever, then the said surrender to be void, or else to be and remain in full force and virtue.

At this court it being found by the homage, that at Admission the court held for the lord of this Manor, on the _____ of a mort-
day of _____ &c. *R. A.* a customary or Copyhold gager, on
tenant of this Manor, who held to him for his life, and breach of
the lives of *C. D.* and *E. F.* all that customary messuage a condition
or tenement, with the outhouses, edifices, buildings, on it sur-
yards, barns, gardens, and one acre of customary land, render.
(more or less) with all and singular, the appurtenances
thereunto belonging, situate, lying, and being near *E.*
in the Manor aforesaid, then in the tenure or occupation
of *R. J.* or his assigns. And as well for himself as the
said *C. D.* and *E. F.* surrendered by the rod into the
hands of the lord, by the hands and acceptance of *R. B.*
esq. steward, all and singular the said premises, to the
intent that the lord might regrant the same premises to
I. S. of &c. To hold to him his executors, administra-
tors, and assigns, for the term of the natural lives of him
the said *R. A.* and *C. D.* and *E. F.* and the life of the
longer liver of them successively, at the will of the lord,
according to the custom of the said Manor, upon condi-

tion, nevertheless, that if the said *R. A.* his heirs, executors, or administrators, should well and truly pay the sum of forty pounds of lawful money of *Great Britain*, with lawful interest for the same, to the said *J. S.* his executors, administrators or assigns, at or upon the fourteenth day of *October*, which would be in the year of our lord, &c. that then the said surrender should be void, but otherwise should remain in full force and virtue. And it was also found by the said homage, that the said sum of forty pounds with the interest thereof, was not paid or satisfied according to the form and effect of the said condition in the said surrender, and was then unpaid, as by the confession and acknowledgment of the said *R. A.* then made in full court did appear, whereby the estate of the said *J. S.* of, and in the premises, for the term of the respective lives of the said *R. A. C. D.* and *E. F.* by virtue of the said surrender, became absolute at law and subject only to redemption in equity. Now therefore at the same court came the said *J. S.* in his proper person, and prayed of the lord to be admitted on breach of the said condition, tenant to the said premises accordingly. To which said *J. S.* then personally present in full court, the lord of the Manor aforesaid, by his said steward, did grant thereof *seisin* by the rod, to have and to hold, all that the said customary messuage, or tenement, with the outhouses, edifices, buildings, yards, gardens, and one acre of customary land, more or less, with all and singular the appurtenances thereunto belonging, as they are situate, lying and being near *E.* in the Manor aforesaid, in the tenure or occupation of *R. S.* or his assigns, unto the said *J. S.* his executors, administrators and assigns, for and during the term of the natural lives of the said *R. A. C. D.* and *E. F.* and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said

said Manor, by the rents, duties and services, therefore due and of right accustomed, and he gave to the lord for a fine (a) for such his estate and entry in the premises, as appears by the court rolls of the said Manor, and did his fealty for the same accordingly. And so saving every one his right, the said J. S. was admitted tenant thereof in form aforesaid,

And the said R. A. afterwards, in his own proper person, Release came into court, and in consideration of the sum of forty of the pounds so advanced, and lent to him by the said I. S. and equity of redemption also in consideration of the further sum of ——— l. tion from to him this day paid in open court, by the said J. S. for the mortgagor. himself and the said C. D. and E. F. remised, released, and for ever quit claimed unto the said I. S. his heirs, executors, administrators and assigns, all and all manner of right, equity, and benefit of redemption, claim, and demand whatsoever, either of him the said R. A. or the said C. D. and E. F. of, into, or out of the said premises, or any part or parcel thereof.

At this court the homage present, that R. A. one of the Mortgage or customary tenants of this Manor, who holds for the term conditional surmeffuage and one acre of land, since the last, and before render by this court, to wit, on the thirteenth day of April, in the first year, &c. surrendered into the hands of the lord of the his own said Manor, by the hands and acceptance of J. V. and life, only J. C. two Copyhold or customary tenants of this Manor, of court by two tenants

(a) Unless in those Manors, where the custom gives the present lord a fine upon every change of the tenant, no fine is due to the lord in this or any other instance, where the lives remain court. the same.

testifying the same according to the custom of the said Manor, all that the said customary messuage or tenement, with the outhouses, edifices, buildings, yards, barns, gardens, and one acre of customary land (more or less) with all and singular the appurtenances thereunto belonging, as they are situate, lying, and being near *B.* in the Manor aforesaid, now in the tenure or occupation of *R. J.* or his assigns, to the intent, that the lord might regrant the same premises to *J. S.* of, &c. to hold to him, his executors, administrators and assigns, for and during the term of the natural life of him the said *R. A.* at the will of the lord, according to the custom of the said Manor. Provided always, and upon this condition, that if the said *R. A.* his heirs, executors, administrators or assigns, should well and truly pay, or cause to be paid to the said *J. S.* his executors, administrators or assigns, the full sum of forty pounds of good and lawful money of *Great Britain*, with lawful interest for the same, on or upon the fourteenth day of *October* next ensuing, the said surrender at the dwelling house of the said *J. S.* situate in, &c. without any deduction or abatement whatsoever, for taxes or otherwise, howsoever, that then the said surrender should be void and of no effect, but otherwise should main in full force and virtue.

N. B. In this instance, the surrender is by the first life only, for his life, the other lives, having as well as the first life, a beneficial interest in the estate.

A mortgage or conditional surrender by three

At this court the homage present that *S. B.* a Copyhold or customary tenant of this Manor, and also *A. B.* and *C. D.* two other customary tenants of this Manor, who hold to them for the term of their respective natural lives successively,

successively, of the lord of this Manor, a customary messuage and one croft of land since the last court, and before this court, to wit, on the ——— day, &c. last past, came before J. S. gentleman, steward of the court of the said Manor at L. and surrendered according to the custom of the said Manor, into the hands of the lord of the said Manor, by the hands and acceptance of the said steward, all that messuage or tenement, customary and heriotable, with the appurtenances called P. and seven crofts of land thereunto belonging, whereof one is called B. another F. &c. containing by estimation in the whole, forty acres (more or less) situate at L. within the said Manor, and now or late in the occupation of S. and C. their undertenants or assigns, to the intent that the lord might regrant the same to F. L. widow. To hold the same to her the said F. L. widow, her executors, administrators and assigns, for and during the term of the respective natural lives of them the said S. B. A. B. and C. D. successively, at the will of the lord, according to the custom of the said Manor. Provided always, that if they the said S. B. A. B. and C. D. or either of them, their, or either of their heirs, executors, administrators or assigns, should well and truly pay, or cause to be paid, to the said F. L. her executors, administrators or assigns, the sum of 127*l.* 4*s.* of lawful money of Great Britain, with lawful interest for the same, at or upon the twelfth day of November, which will be in the year of our lord, &c. without any deduction or abatement whatsoever, for or in respect of any taxes, rates, charges, assessments or impositions whatsoever, then the said surrender to be void, or else to remain in full force and virtue.

N. B. In this instance, each life having a beneficial interest, they all join in making the security.

At

Acknowledgment
of satisfaction,

At this court it was found by the said homage, that at the court held for the lord of this Manor, on the day, &c. *S. B. A. B. and C. D.* three customary tenants of this Manor, surrendered into the hands of the lord, by the rod, by the hands and acceptance of the steward, all that messuage or tenement, customary and heriotable, with the appurtenances called *P.* and seven crofts of land thereunto belonging, whereof one is called *B.* another *P.* &c. containing by estimation in the whole, forty acres more or less, situate at *L.* within this Manor, and then or late in the occupation of *S.* and *C.* To the intent, that the lord might re-grant the same premises to *F. L.* of — widow, to hold to her, for and during the term of the natural lives of them the said *S. B. A. B. and C. D.* upon condition, nevertheless, that if they the said *S. B. A. B. and C. D.* or either of them, their, or either of their heirs, executors, administrators or assigns, should pay or cause to be paid, to the said *F. L.* her executors, administrators or assigns, the full sum of 127 *l.* 4s. together with lawful interest for the same, upon the twenty-fourth day of *April.* which should be in the year of our lord, &c. then the said surrender should be void, otherwise to remain in full force and effect. Now at this said court came the said *F. L.* in her proper person, and acknowledged to have received full satisfaction and payment of the said sum of 127 *l.* 4s. and all interest for the same, according to the form and effect of the condition of the said surrender. And thereof, and therefrom, did then and there release, acquit, exonerate and discharge the said *S. B. A. B. and C. D.* and every of them, their and every of their executors, administrators and assigns for ever.

At

At this court it being presented by the homage, that at the court held for the lord of this Manor on the ——— day of ——— *R. A.* a Copyhold or customary tenant of this Manor, who held of the lord of this Manor to him for the term of his natural life, and the lives of *C. D.* and *E. F.* a customary messuage, with the appurtenances in ——— within this Manor, and in open court surrendered into the hands of the lord by the rod, by the hands and acceptance of *R. F.* esq. steward, all that the said customary messuage or tenement, with the appurtenances of him the said *R. A.* situate, lying, and being at ——— within, and parcel of the said Manor, to the intent, that the lord might regrant the same premises to *I. S.* to hold to him the said *I. S.* his executors, administrators and assigns for and during the term of the natural life of the said *R. A.* and the lives of the said *C. D.* and *E. F.* at the will of the lord, according to the custom of the said Manor, upon condition nevertheless, that he the said *R. A.* his executors, administrators or assigns, should pay or cause to be paid to the said *I. S.* his executors, administrators or assigns, the full and just sum of forty pounds of lawful money of *Great Britain*, with lawful interest for the same, at, or upon the ——— day of ———, which would be in the year of our lord ———, and that then the said surrender should be void. And it was also found by the said homage, that the said sum of forty pounds with the interest thereof, was not paid or satisfied according to the form and effect of the said condition of the said surrender, whereby the estate of the said *I. S.* of and in the premises, by virtue of the said surrender, became absolute at law, for the lives of the said *R. A. C. D.* and *E. F.* and subject only to redemption in equity. Therefore at that same court came the said *I. S.* in his proper person, and prayed of the lord to be admitted on breach of the said condition, tenant

Resurrender from
mort-
gagee
to mort-
gagor,
mortga-
gee hav-
ing been
admitted

to the said premises, for the lives of the said *R. A. C. D.* and *E. F.* to whom the lord of the said Manor by his steward, did grant *seisin* thereof by the rod, to hold to the said *I. S.* his executors, administrators and assigns, for and during the term of the natural lives of them the said *R. A. C. D.* and *E. F.* and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, by the rents, duties and services, therefore due, &c. and he was by the lord admitted tenant accordingly. And it was also presented by the said homage, that at this court, the said *R. A.* having fully paid and discharged to the said *I. S.* and the said *I. S.* having also this day in open court acknowledged to have received from the said *R. A.* full payment and satisfaction of the said sum of forty pounds, and all interest for the same up to this day, he the said *I. S.* did surrender all and singular the said premises, with the appurtenances, into the hands of the lord, to the intent that the lord might regrant the same premises with the appurtenances, to the said *R. A.* to hold to him for and during the term of his life, and the lives of the said *C. D.* and *E. F.* and the life of the longer liver of them successively, at the will of the lord according to the custom of the said Manor. And the said *R. A.* prayed of the lord to be readmitted tenant to the said premises accordingly, to which said *R. A.* the lord by his steward aforesaid, granted *seisin* of the said premises, to have and to hold to him for and during the term of his natural life, and the lives of the said *C. D.* and *E. F.* and the life of the longer liver of them &c.

Licence
to let out
of court
presented
and
inrolled.

At this court the homage present, that on the _____ day of _____ last past, *A. B.* one of the Copyhold or customary tenants of this Manor, who held to him for the term of his life, and the lives of *C. D.* and *E. F.* and the life

life of the longer liver of them successively, at the will of the lord according to the custom of the said Manor, a messuage or tenement, and premises, situate at ——— within and parcel of this Manor, in his own proper person, went before R. B. esq. steward of this Manor out of court, and humbly prayed of the said steward, that he the said R. B. would grant to the said A. B. according to the custom of the said Manor, full liberty and licence to demise, lease, set, and to farm let, all and singular his Copyhold or customary messuage or tenement and premises, situate within and parcel of this Manor to any person or persons for any term or number of years not exceeding the term of ten years from the date of the said licence, if the said A. B. G. D. and E. F. or any or either of them, should so long live, and the said R. B. according to the custom of the said Manor, did give and grant unto the said A. B. such liberty and licence to demise as aforesaid, provided always, that the said messuage or tenement and premises, shall be from time to time well and sufficiently repaired, attended and kept in repair, and the several rents, duties, and services from time to time, well and truly kept, done and performed.

N. B. It is not material to set out the licence, verbatim as granted, the purpose and effect of it will be quite sufficient. And a licence of this sort, can only be granted in those Manors, where there is a custom warranting the steward to do it.

APPENDIX.

Minute Book to Copyholds for Lives.

*Manor of A. in the } Court baron and customary
County of B. } court of the right honourable the
earl of C. held at ———, the 21st of January, 1794,
before R. B. esquire, steward.*

*A. B. }
C. D. } Homage sworn.
E. F. }*

*Proclamations at opening court, swearing officers, and
for general presentments of the homage—(See the Minute
Book for Copyholds of Inheritance.)*

Heriot
20s.

*Presented that I. C. who held for the term of his life,
and the lives of A. B. and C. D. &c. one messuage, &c.
died seized thereof; a heriot due, and that said A. B. is
the next life. Proclamation made for said A. B. to be
admitted, but he made default.*

Fine £. 10

*A. B. the next life after C. D. whose death was this
day presented, admitted to a messuage or tenement,
situate, &c. for his life, and the life of E. F. the remain-
ing life, and surrender by said A. B. and E. F. of said pre-
mises, to the intent that they might be regranted to the
said A. B. E. F. and G. H. of, &c. yeoman, for their
lives, and the life of the longer liver of them, said A. B.
admitted accordingly, and paid fine.*

*C. B. widow of S. S. who held for his life, and the lives
of X. Y. and Y. Z. and the life of the longer liver
successively,*

ſucceſſively, one meſſuage, &c. admitted to ſaid premiſes for the term of her widow's eſtate therein.

The death of *C. D.* being preſented, *A. B.* who held Fine £.10 for his life and the lives of ſaid *C. D.* and *E. F.* a certain Copyhold meſſuage, &c. ſurrendered ſaid premiſes, to the intent the ſame might be regranted to ſaid *A. B.* for his life, and for the lives of the ſaid *E. F.* and *G. H.* of, &c. yeoman, and ſaid *A. B.* admitted accordingly, and paid fine.

A. B. who held for his life and the lives of *C. D.* and Fine £.9 *E. F.* a Copyhold meſſuage, &c. ſurrendered ſaid premiſes, to the intent the ſame might be regranted to ſaid *A. B.* for his life and the lives of *G. B.* aged ten years, and *S. B.* aged eight years, the two ſons of the ſaid *A. B.* and the life of the longer liver, and ſaid *A. B.* admitted accordingly, and paid fine for ſuch change, &c.

A. B. who holds for his life, and the lives of *C. D.* and *E. F.* a certain Copyhold or customary meſſuage, &c. ſurrendered ſaid premiſes, to the intent ſame might be regranted to *E. F.* of, &c. gentleman, for the ſame lives as in the copy. No fine, there being no change.

A. B. took the reversion of all that meſſuage, &c. after the death, ſurrender, or forfeiture by *C. D.* and *E. F.* the lives now in the copy; ſaid *A. B.* admitted accordingly, but paid no fine, and his fealty was reſpited.

Grant to *A. B.* of all that meſſuage, &c. lately held Fine £.12 by *C. D.* and which fell into the hands of the lord on the death of ſaid *C. D.* to hold for his life, and the lives of *Q. P.* and *P. O.* or ſuch other lives as ſaid *A. B.* ſhall nominate;

nominate; and said *A. B.* admitted accordingly, and did fealty.

R. A. who holds for his life, and the lives of *C. D.* and *E. F.* a customary messuage, &c. for himself and said *C. D.* and *E. F.* surrendered said premises, to the intent the same might be regranted to *I. S.* of, &c. to hold to him, his executors, administrators, and assigns, for the lives of said *R. A. C. D.* and *E. F.* PROVIDED, that if said *R. A.* his heirs, executors, administrators, or assigns, should pay to said *I. S.* his executors, administrators, or assigns, forty pounds, with lawful interest, on the 14th of *October*, 17—at the dwelling house of said *I. S.* situate, &c. without any deduction, said surrender to be void.

Presented that *R. A.* who held for his life, and the lives of *C. D.* and *E. F.* all that customary messuage, &c. as well for himself as said *C. D.* and *E. F.* surrendered said premises, to the intent the same might be regranted to *I. S.* his executors, administrators, and assigns, for the lives of said *R. A. C. D.* and *E. F.* and the life of the longer liver of them successively, upon condition that if the said *R. A.* his heirs, executors, or administrators, should pay said forty pounds, with lawful interest, to said *I. S.* his executors, administrators, or assigns, on the 14th of *October*, 17—, then said surrender to be void. Also presented, that said forty pounds, and interest, was not paid according to said condition, and was then unpaid, whereby the estate of the said *I. S.* in the premises, for the lives of the said *R. A. C. D.* and *E. F.* became absolute at law, &c. and said *I. S.* admitted under such surrender accordingly.

R. A.

→ *R. A.* in consideration of forty pounds, paid by *I. S.* released his equity of redemption in above mentioned premises.

Conditional surrender from *R. A.* of a messuage and one acre of land, &c. to *I. S.* for securing forty pounds, and interest, taken out of court by *I. V.* and *I. C.* two Copyhold tenants, brought into court and presented.

The like from *S. B. A. B.* and *C. D.* of a customary messuage and crofts of land, &c. to *T. L.* widow, taken out of court before *I. S.* gentleman, deputy steward, for securing 127*l.* 14*s.* and lawful interest presented, the said *T. L.* widow, afterwards acknowledged satisfaction on the above conditional surrender.

Re-surrender from *I. S.* of a customary messuage or tenement, &c. to which he was admitted at a former court, on breach of a conditional surrender, made to him by *R. A.* of said premises, for securing forty pounds and lawful interest, and said *R. A.* admitted accordingly.

Licence from *R. B.* esquire, to *A. B.* to demise all and singular his Copyhold or customary messuage or tenement, and premises, situate at ———, within and parcel of this Manor, to any person, for any term not exceeding twenty-one years, granted out of court, presented.

Form of a Suit Roll, or list of the several Tenants of a Manor.

A LIST of the several Tenants who owe Suit and Service to the Court Leet, Court Baron, and other Courts of *S. T. Esq.* Lord of the Manor of *A.* in the County of *B.* *R. B.* gentleman steward.

*Manor of A. in the }
county of B.*

Freeholders of the Manor.

	Quit Rent.			Appeared	Essoined	Appeared	Essoined
	l.	s.	d.				
The Right Hon. the Earl of C.	0	10	0	1794.	1794.	1795.	1795.
C. D. Esq.	0	8	0	App.			
E. F. Gentleman.	0	7	0	App.			
T. N. Gentleman.	0	2	0		Efs.		
R. S. Yeoman.	0	1	3	App.			
R. P. Yeoman.	0	2	1		Efs.		

Coppyholders of the Manor.

	Quit Rents.			Appeared	Essoined	Appeared	Essoined
	l.	s.	d.				
A. B. Esq.	0	2	8	App.			
C. D. Esq.	0	1	6		Efs.		
R. F. Gentleman	0	1	5		Efs.		
T. N. Clerk	0	2	2	App.			
R. S. Gentleman	0	1	6	App.			
T. M. Widow	0	7	0	App.			
R. S. Gentleman	0	1	2		Efs.		
T. S. Gentleman	0	1	2	App.			

Leaseholders.

	Annual Rent.		
	l.	s.	d.
R. S. Esq.	25	0	0
T. U.	30	0	0
W. Y.	45	0	0
R. S. Gentleman	20	0	0

This Suit Roll, or List, may be, and generally is made, out for a years, and should be drawn out wide enough to make any in the names.

A. Court

♈

ignor of A. in the }
county of B. }

Quit R

1

Quit R

1.

Annual

1.

Suit Roll, or List, made
of years, and should
be in the names.

6

K

F

1

•

1

T A B L E II

the County of B. taken at a Court Bar
day of before R. B. F, Esq.

		Relief.		
	d.	These tenants pay a relief to the lord on the death of the ancestor, and the admiffion of the heir, and alfo upon every alienation of the eftate, two years rent.		
	6			
	6			
	0			
	0			
	0			
	0			
	0			
		Ages.	Quit Rents.	Premises they
The Lord W. does this, as an Executor.				
		30 }	l. s. d.	A meffuage and one y
		20 }	0 10 6	
		19 }		
		30 }	0 5 5	A moiety in a tenement
		25 }		
		60 }		One tenement and 7 ck containing 50 acres
		18 }	0 18 4	
		10 }		
		50 }	1 0 0	A meffuage. Cottage, garden, orch. an acre of land.
		43 }	0 5 4	
		20 }		
		29 }	0 10 0	Tenement, fhop, and
			0 10 0	Tenement and 4 acre
			0 15 0	2 Tenements.

on and Court of Survey, held for the said Manor
quire, Steward of the said Manor.

Sult and Service.				
1. s. 2. f 3. f 4. 5. 6. 7.	Attendance on the Lord's Courts on summons.			
hold.	Improved yearly value.	Heriot.	Fines on Admission.	Date of copy.
	<i>l. s. d.</i>	The best beast or goods.		
1. ard of land.	12 0 0	- -	For putting in one life two years purchase.	15 Oct. 1790.
2. it.	6 10 0	- -	For two lives six years pur- chase.	- .
3. es of land, } and $\frac{1}{2}$.	30 0 0	- -	For the exchange of a life, one year's purchase.	- .
4.	20 0 0	- -	- - - - -	- .
5. ard, and $\frac{1}{2}$ }	9 0 0	- -	- - - - -	- .
6. land.	10 0 0	- -	No fine for the admission of a widow to her widow's estate.	- .
S. s of land.	20 0 0	- -	- - - - -	- .
R,	16 0 0	- -	- - - - -	- .

A Court Baron and Court of Survey.

*Manor of A. in the } THE court baron, and court
County of B. }* of survey of *W. B.* Esquire, lord
of the said Manor, held there on the fourth day of *May*,
in the year of our Lord ———, and in the ——— year
of the reign of our Sovereign Lord *George* the Third; by
the grace of God of *Great-Britain, France and Ireland*,
King, Defender of the Faith, and so forth, before *G. J.*
gentleman, steward there.

<i>A. B.</i>	} Homage sworn.	<i>P. Q.</i>	} Homage sworn.
<i>C. D.</i>		<i>R. S.</i>	
<i>E. F.</i>		<i>T. U.</i>	
<i>G. H.</i>		<i>V. W.</i>	
<i>I. K.</i>		<i>X. Y.</i>	
<i>L. M.</i>		<i>X. Z.</i>	
<i>N. O.</i>		<i>M. P.</i>	
<i>R. T.</i>		<i>R. S.</i>	

At this court the said homage being sworn, and charged
upon their oaths, touching the said court baron, upon
their oaths present and say, that the Right Honourable
the Earl of *L. J. P. T.* esquire, &c. &c. &c. are free
tenants, or free suitors of the said Manor, who owe suit
to this court.

The said homage also upon their oaths present, that
T. K. T. H. &c. &c. &c. are Copyhold or customary
tenants of this Manor, and that *S. T.* widow, holds for
her widow's estate, and *R. S.* executor of *I. S.* for his ex-
ecutor's year.

And the said homage also upon their oaths present, that each of the said several tenants making default, in not appearing and not effoigned, is in mercy.

N. B. The several tenants appearing should be marked as appearing, &c. as before.—And

The deaths of tenants, heriots, and reliefs due, should be presented as before; also the several customs of the Manor.

Present-
ment of
the cus-
toms.

The said homage, on their oaths, present the customs of this Manor as follow, &c. &c. &c.

Account of Copies brought.

At this court *T. K.* gentleman, brought a copy of court roll of this Manor, bearing date the ——— day of ———, whereby he holds to him for the term of his life and the lives of *A. B.* aged twenty, and *C. D.* aged nineteen years, and the life of the longer liver of them, a messuage and one yard land, at *S.* within this Manor, at the yearly rent of ten shillings and sixpence, and for a heriot, when the same shall be due, the best beast, or good.

All the lives in being.

Also *T. H.* esq. brought another copy of court roll of this Manor, bearing date the ——— day of ———, whereby the lord granted to him a moiety in a tenement, with the appurtenances, to hold to him the said *T. H.* aged thirty years, for the term of his life, and the lives of *C.* the wife of *G. W.* aged twenty-five years, and *A. B.* and the life of the longer liver of them successively, at the yearly rent of five shillings and five-pence, and for a heriot

riot, when the same shall be due, the best beast, or good.

*T. H. and E. the wife of G. W.
living, and A. B. dead.*

Also S. T. widow of T. T. brought another copy of court roll, dated the ——— day of ———, granted by the lord of this Manor to her said husband, whereby he held for the term of his life, and the lives of A. B. and C. D. and the life of the longer liver of them successively, a tenement and four acres of land, &c. at the yearly rent of ten shillings.

*All the lives being gone, the said S. T.
widow, holds according to the cus-
tom of the Manor for her widow's
estate, by copy, dated, &c.*

Also R. S. executor of T. S. brought another copy of court roll, dated, &c. whereby two tenements were granted to the said T. S. to hold to him for the term of his life, and the lives of A. B. and C. D. at the yearly rent of fifteen shillings.

*All the lives in the copy gone, and the
said R. S. holds for his executor's
year, according to the custom of the
Manor.*

Of Fees, due to the Steward for admitting Tenants to their Estates, taking Surrenders, &c.

As the fees of the steward are sometimes a subject of dispute between him and the tenants, if some general rule of charging could be adopted, it would be a desirable circumstance. Some few years ago, there was a design of bringing a bill into parliament for regulating the fees of stewards of Manors, but the legislature thought it much too delicate a matter to interfere in, and the design was dropped. In some Manors, the fees are regulated by the custom of the Manor: For the custom of particular estates, has been held to be the law that is to govern the fines, fees, and every thing that relates to the estates of the Manor. But a custom of this sort, it is apprehended, can prevail only in those Manors where the fine likewise is certain; for where the fine is arbitrary, or should depend upon the increasing or accidental value of the estate, there seems no good reason why a person should receive nothing more for his labour at this day than he did two or three hundred years ago; or that he should receive, perhaps only half as much for the same business in one court, as he should receive in another. And again, as all customs are to be construed literally and strictly, the least possible variation in the charges, would vitiate and set aside such a custom. Notwithstanding, as some general guide and direction of making those charges may not be unacceptable, a Table of Fees is here subjoined, which is very similar in most of the charges, with those made by the stewards of two of the most respectable Colleges of the University

University of *Oxford*. These, perhaps, will be found to be, for the most part, more moderate than those usually taken by the stewards of private lords.

*A Table of Stewards Fees for the passing of
Copyhold Estates.*

	£.	s.	d.
For every special court, if held by the steward - - -	2	2	0
To him, if held by his deputy - - -	1	1	0
For the deputation - - -	1	1	0
To the deputy steward - - -	1	1	0

N. B. If the steward is obliged to travel any considerable distance, he has a right to charge common travelling expences.

For presenting the death of a tenant, and in-rolling thereof - - -	0	6	8
Proclamation thereon, for one copy - - -	0	1	0
Admission - - -	0	6	8
Enrolling the admission - - -	0	4	0
Copy - - -	0	6	8
Oath of Fealty - - -	0	1	0
Respiteing fealty, or pardoning fealty - - -	0	1	0
For a surrender in court of one tenement - - -	0	6	8
Enrolling the surrender of one or more tenements in a copy - - -	0	4	0
Proclamation thereon - - -	0	1	0
Copy of the surrender - - -	0	6	8
Admission - - -	0	6	8
Enrolling the admission - - -	0	4	0

APPENDIX,

	£.	s.	d.
Copy of the admission -	0	6	8
Oath of fealty -	0	1	0
Respite of fealty, or pardoning fealty	0	1	0

N. B. The fee of 6*s.* 8*d.* for the presentment and surrender, and 1*s.* for each proclamation to be charged for each tenement.

Apportionment of rent by the steward	0	6	8
Conditional surrender taken in court, the same as those surrenders which are absolute - - -	0	6	8

N. B. This is on a supposition that the parties come prepared with the mortgage ready drawn, for if the steward has the trouble of drawing the mortgage, he has a right to charge according to his trouble*.

Copy of the same - - -	0	6	8
Discharging a conditional surrender	0	6	8
Taking surrender out of court of one or more tenements by the steward, by custom	0	10	0
Presenting the same - - -	0	4	0
Enrolling thereof - - -	0	4	0
Copy - - -	0	6	8
Surrender to will, of one tenement	0	6	8

[*N. B.* It was determined by Lord *Kenyon*, in the case of Mr. *Serle*, steward to the Bishop

* Many stewards prepare the necessary instruments themselves, and charge for them, according to their length, as all her professional deeds.

of

A P P E N D I X.

281

of *Winton*, and — *Marſh*, in the court of
K. B. 1789, on a motion for a new trial,
that this fee of 6*s.* 8*d.* should be paid for
each separate estate, although there should
be ever ſo great a number of estates ſur-
rendered at the ſame time.

Private examination of a married woman, in
or out of court, for one or more tene-
ments - - -

	0	6	8
Recovery with ſingle voucher -	6	6	0
Ditto, with double voucher -	7	7	0
Licence to let in court -	0	10	6
If granted out of court -	1	1	0
Enrolling in either caſe -	0	4	0
Enrolling a will -	0	6	8

N. B. If of conſiderable length (*i. e.*) more
than ten folios, each folio conſiſting of ſe-
venty-two words, an additional eight-
pence to be paid for every folio above the
ten. The ſame to be obſerved with re-
ſpect to proceedings in bankruptcy, and
marriage ſettlements, &c.

Surrender, or admiſſion by attorney	0	6	8
Enrolling letter of attorney -	0	4	0
Admiſſion or appointment of guardian to one or more tenements - -	0	13	4
Enrolling the admiſſion -	0	4	0
Copy - -	0	6	8
Searching the court rolls each year -	0	1	0

Awarding

			£.	s.	d.
Awarding seizure after three proclamations,					
if no one claims on the third proclamation	-	-	0	3	4
Warrant thereon	-	-	0	6	8

N. B. The Stamps and Parchments not included.

A practice has in some places obtained, of putting a number of estates into the same copy: But this is very unadvisable, on many accounts.

1st. It may be a question how far it is a fraud upon the revenue?

2dly. With respect to the lord for his services, which, by the blending of estates, may be lost.

3dly. To the tenant it may be prejudicial, as in cases of forfeiture, for as by certain acts he may forfeit his Copyhold, if ten different estates are blended in one entry, by one act of forfeiture, he will forfeit the whole.

And lastly, for the sake of the steward, that he should not be deprived of his fees; for if the union of estates was to be permitted, a few persons might purchase all the estates of a Manor, and release the fines, and no proper person, or person of character and reputation, would be found to execute the office.

In the before-mentioned case of *Mr. Serle, v. Marsh*, on the trial, in 1778, Lord Chief Justice *Kenyon* held, that in all cases, it was absolutely necessary to the tenure, that every parcel of Copyhold should be kept separate, and not confounded with each other. That it was extremely useful in Copyhold estates, where the fine was certain, and especially in some parts

parts of the kingdom, where they are as valuable as freehold estates, as being the same as estates in a register county. Persons interested in estates of this nature, can apply to the rolls of the Manor to see what the property is, and how it goes from hand to hand. Nobody can shew the charge upon it, unless it is by the rolls of the Manor. Nothing can possibly affect the title, but what creeps in upon the rolls of the Manor: And such advantages his Lordship thought should not be given up for sake of saving a fee.

Appointment by a Lord of a Steward to keep Courts.

Know all men by these presents, that I, *W. A.* of ———, in the county of ———, esquire, lord of the Manors of *N. O.* and *P.* in the counties of *H.* and *S.* confiding in the known integrity and abilities of *G. S.* of ———, in the county of ———, gentleman, have made, deputed, constituted, and appointed, and by these presents do make, depute, constitute, and appoint, him the said *G. S.* to be my steward of all my manors, lordships, and hereditaments, in the said counties of *H.* and *S.* giving and hereby granting unto him the said *G. S.* and to his sufficient deputy or deputies in that behalf, to be by him made and appointed, and to each and every of them, full power and authority to hold and keep all and singular my courts leet, views of frank-pledge, courts baron, and customary and other courts, within the limits and precincts of my respective Manors, in the said counties of *H.* and *S.* and to do, perform, and execute all things belonging to, and requisite and incumbent upon the office of a steward, during my will and pleasure. In witness whereof, I have to this my appointment set my hand and seal, the ——— day of ———.

A general Deputation from a steward to a deputy.

To all to whom these presents shall come, I, *G. J.* of ———, in the county of ———, gentleman, send greeting. Whereas *W. A.* of ———, in the county of ———, esquire, hath lately deputed, constituted, and appointed me the said *G. J.* to be his steward of all
and

and singular his manors, lordships and hereditaments, in the counties of *H.* and *S.* and hath given and granted unto me the said *G. J.* and to my sufficient deputy and deputies, to be by me in that behalf made and appointed, and to each and every of them, full power and authority to hold and keep all and singular his courts leet, views of frank-p'edge, courts baron, and customary, and other courts within the limits and precincts of his respective Manors, in the said counties of *H.* and *S.* Now know ye, that I, the said *G. J.* for divers good causes and considerations, by virtue of the power and authority given me by the said *W. A.* esquire, have constituted and appointed, and by these presents do constitute and appoint *W. P.* of ———, in the county of ———, gentleman, my deputy steward, to do, perform and execute the said office in my stead and place, in all things, as effectually as if I myself were personally present at the doing thereof, he, the said *W. P.* duly accounting to me for all fines, heriots, and profits of the said courts, and also for all fees and perquisites from the same, when he shall by me be required so to do. In witness whereof I have hereunto set my hand and seal, the ——— day of ———.

A Deputation from a steward to a deputy, for the special purpose of holding a Court to admit an Heir at Law, on the death of his Ancestor, and afterwards to take a Conditional Surrender.

To all to whom these presents shall come, &c. I, *G. J.* of ———, in the county of ———, gentleman, send greeting. Whereas *W. A.* of ———, in the county of ———, esquire, hath lately deputed, constituted, and appointed

appointed me the said *G. J.* to be his steward of all and singular his Manors, messuages, lordships, and hereditaments, in the counties of *H.* and *S.* and hath given and granted unto me the said *G. J.* and to my sufficient deputy and deputies in that behalf, and to each and every of them, full power and authority to keep and hold all and singular his courts leet, views of frank-pledge, courts baron, and customary and other courts, within the limits and precincts of his respective Manors. Now I, the said *G. J.* for divers good causes and considerations, have constituted and appointed, and by these presents do constitute and appoint, *W. P.* of ———, in the county of ———, gentleman, my deputy steward, to hold and keep a special court for the Manor of *O. O.* in the county of *H.* on the ——— day of ———, or on some day before the ——— day of ———, next ensuing the date hereof, and then and there, as my said deputy steward, to admit *G. T.* (eldest son and heir at law of *G. T.* the elder, deceased, late a Copyhold or customary tenant of the said Manor) tenant to all and singular the premises of which the said *G. T.* the elder, died seized, that is to say, to one messuage or tenement, and seven acres of land, lying in the ——— field, within the Manor of *O. O.* aforesaid; and also to one other messuage or tenement, and twenty-seven acres of land, lying in ——— field, within the Manor aforesaid, to hold to him, his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor; and immediately after his said admission, to accept and take from the said *G. T.* a surrender by the rod, of all and singular the said premises, to the use and behoof of *S. S.* his heirs and assigns for ever; but with a condition that the said surrender shall be void, on payment by the said *G. T.* to the said *S. S.* his executors, administrators, or assigns, of the sum of £. ——— and

and interest for the same, after the rate of $\text{£.— per cent. per annum}$, on the — day of —, next ensuing, and further to do and execute the said office in my stead and place, as far as I have here constituted and deputed him the said *W. P.* my deputy as aforesaid, in all things as fully and effectually, as if I myself were personally present at the doing thereof, the said *W. P.* duly accounting to me for all heriots, fines, fees, and perquisites, that shall be due, and received by him for the purposes aforesaid. In witness whereof I have hereunto set my hand and seal this — day of —.

A Deputation from a steward to a deputy, to hold a special court, and take a surrender to the use of a will.

To all to whom these presents shall come, I *G. J.* of — in the county of —, gentleman, send greeting. Whereas *W. A.* of — in the county of —, esq. hath lately deputed, constituted and appointed me, the said *G. J.* to be his steward of all and singular, his Manors, messuages, lordships, and hereditaments, in the counties of *H.* and *S.* and hath given and granted unto me, the said *G. J.* and to my sufficient deputy and deputies in that behalf, and to each and every of them, full power and authority to keep and hold all and singular his courts leet, views of frank-pledge, courts baron, and customary and other courts, within the limits and precincts of his respective Manors; now I the said *G. J.* for divers good causes and considerations, have constituted and appointed, and by these presents do constitute and appoint *W. P.* of — in the county of — gentleman,

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man, my deputy steward, to hold and keep a special court for the Manor of *O. O.* in the county of *H.* on the _____ day of _____ or on some day before the _____ day of _____ next ensuing the date hereof, and then and there to accept and take of *G. T.* a Copyhold or customary tenant of the said Manor, a surrender by the rod, of all and singular his Copyhold or customary lands, tenements, and hereditaments within, and held of the said Manor, to such uses, trusts, intents and purposes, as the said *G. T.* shall in, and by his last will and testament, already made, or hereafter to be made, shall direct, give, limit or appoint the same, and further to do and execute the said office in my stead and place, as effectually as if I were then personally present. In witness whereof, I have hereunto set my hand and seal, the _____ day of _____

Deputation from a steward to a deputy, to admit a tenant of a Copyhold for life, on the death of the first life, and putting in a fresh life.

To all to whom these presents shall come, I *G. J.* of _____ in the county of _____ gentleman, send greeting: Whereas *W. A.* of _____ in the county of _____, esq. hath lately deputed, constituted and appointed me, the said *G. J.* to be his steward, of all and singular his Manors, messuages, lordships, and hereditaments, in the counties of *H.* and *S.* and hath given and granted unto me the said *G. J.* and to my sufficient deputy and deputies in that behalf, and to each and every of them, full power and authority, to keep and hold all
and

and singular his courts leet, views of frankpledge, courts baron, and customary and other courts within the limits and precincts of his respective Manors. Now I the said *G. J.* for divers good causes and considerations, have constituted and appointed, and by these presents do constitute and appoint, *W. P.* of ——— in the county of ——— gentleman, my deputy steward, to hold and keep a special court for the Manor of *O. O.* in the county of *H.* on the ——— day of ———, or on some day before the ——— day of ——— next ensuing the date hereof, for the purpose of admitting *A. B.* the life next in succession, after the death of *C. D.* whose death was presented at a court, held for this Manor, on the ——— day of ——— last past, tenant to all that Copyhold messuage or tenement situate at ——— within the Manor aforesaid. To hold to him for the term of his life, and the life of *E. F.* and the life of the longer liver of them successively at the will of the lord according to the custom of the said Manor, and immediately afterwards at the same court, to accept and take of and from the said *A. B.* a surrender by the rod, of all and singular the said premises, to the intent and purpose that the lord of the said Manor may regrant the same premises to the said *A. B.* for the term of his life, and for the lives of the said *E. F.* and *G. H.* son of the said *A. B.* aged ——— years, or thereabouts, and the life of the longer liver of them successively, and afterwards to admit the said *A. B.* on such regrant of the lord. And further to do and execute the said office in my stead and place, as far as I have here constituted and deputed him, the said *W. P.* my deputy aforesaid, in all things as fully and effectually, as if I myself were personally present at the doing thereof, he the said *W. P.* duly accounting to me for all heriots, fines, fees,

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and

and perquisites that shall be due and received by him, for the purposes aforesaid. In witness whereof I have hereunto set my hand and seal this ——— day of ———

Deputation from a steward to a deputy, to admit a tenant of a Copyhold for life, on exchanging two lives.

To all to whom these presents shall come, I G. J. of ——— in the county of ——— gentleman, send greeting. Whereas W. A. of ——— in the county of ——— esq. hath lately deputed, constituted and appointed me, the said G. J. to be his steward, of all and singular his Manors, messuages, lordships and hereditaments, in the counties of H. and S. and hath given and granted unto me, the said G. J. and to my sufficient deputy and deputies in that behalf, and to each and every of them, full power and authority to keep and hold all and singular his courts leet, views of frankpledge, courts baron, and customary and other courts within the limits and precincts of his respective Manors. Now I the said G. J. for divers good causes and considerations, have constituted and appointed, and by these presents do constitute and appoint, W. P. of ——— in the county of ——— gentleman, my deputy steward, to hold and keep a special court for the Manor of O. O. in the county of H. on the ——— day of ———, or on some day before the ——— day of ——— next ensuing the date hereof, for the purpose of accepting and taking of, and from A. B. a copyhold or customary tenant of this Manor, and also from C. D. and E. F. a surrender by the rod, of all that Copyhold, messuage or tenement, situate at ——— within the Manor aforesaid, to the intent and purpose, the lord
of

of the said Manor may re-grant the same to the said *A. B. G. H.* and *I. H.* for the term of their respective lives, and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, and afterwards to admit the said *A. B.* on such regrant of the lord. And further to do and execute the said office in my stead and place, as far as I have here constituted and deputed him the said *W. P.* my deputy as aforesaid, in all things as fully and effectually, as if I myself were personally present at the doing thereof, he the said *W. P.* duly accounting to me for all heriots, fines, fees and perquisites, that shall be due, and received by him for the purposes aforesaid. In witness whereof I have hereunto set my hand and seal this — day of —

The stewards precept to the bailiff to warn the court.

To *A. B.* bailiff of the court of the Manor of *B.* in the county of *H.*

*Manor of B. in the } These are to will and require
county of H. } you to summon and give due*
notice to the several and respective tenants of the said Manor of *B.* to make their personal appearances at a court leet and court baron, to be holden for *W. A.* esq. lord of the said Manor of *B.* at the usual place, on *Monday*, the twenty-ninth of this instant *October*, then and there to do their respective suit and service, and pay their respective quit rents, and other rents due to the lord of the said Manor. And these are also further to will and require you to give due notice, to all other persons that may be

concerned to make their appearance at the same time and place. And for your so doing, this shall be your sufficient warrant. Given under my hand and seal, the sixth day of *October*, in the year of our lord, one thousand seven hundred and ninety four, and in the thirty third year of the reign of our sovereign lord *George* the third, &c.

G. J. Steward there.

Another precept to a bailiff to warn a court baron only.

To *A. B.* Bailiff of the Court Baron of the Manor of *B.* in the County of *C.*

*Manor of B. in the } This is to will and require you
county of C. } to summon all the tenants of the*
said Manor, and all other persons that do owe suit and service to the said court, personally to be and appear at the court baron, to be holden for the Manor aforesaid, at the place accustomed, upon the ——— day of ——— at the hour of eleven o'clock in the forenoon of the same day, then and there to do and perform their several suits and services, according to the custom of the said Manor. Given under my hand and seal, this, &c.

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Notice by the bailiff.

Notice is hereby given, that the court leet and court baron of *W. A.* esq. lord of the Manor of *B.* in the county of *C.* will be holden by and before *G. T.* gentleman, steward of the said Manor, on Monday the ——— day of ——— next, at the mansion house of and within the said Manor, at the hour of eleven o'clock in the forenoon of the same day.

Dated this ——— day of ———

A. B.

Bailiff of the Manor of *B.*

Warrant from the steward to seize Copyhold lands for not taking them up after three proclamations.

Manor of G. in the } Whereas public proclamations
county of B. } on hath been made at the three
several courts holden for this Manor on the ——— day of ———, the ——— day of ———, and the ——— day of ———. That the heirs or assigns of *C. B.* late a Copyhold or customary tenant of the said Manor deceased, should come into this court and take up and be admitted to all those Copyhold lands and tenements, which the said *C. B.* at the time of his death, held of the lord of the said Manor, by copy of court roll, or otherwise. And that the same should otherwise be seized into the hands of the lord of the said Manor for want of a tenant thereto; and for that none came to take up and be admitted to the said lands and tenements, it is therefore commanded, and *I. V.* bailiff of the said Manor is hereby

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authorized

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authorized and required, that he seize into the hands of *I. C.* esq. lord of the said Manor, all and singular the said lands and tenements of which the said *C. B.* died seized, and holden of this Manor by copy of court roll of the same. Given under my hand and seal the — day of — in the year of our lord —

G. B. Steward.

To *I. V.* Bailiff of the Manor of *G. &c.*

Return to be indorsed on the back of the Warrant

By virtue of the within mentioned precept or warrant, I have seized the within mentioned lands and premises, into the hands of the lord, as within commanded.

J. V. Bailiff.

March 29, 1794.

The return of the Warrant recorded.

*Manor of B. in the } Be it remembered, that at a
county of — } court holden this — day
of —, came J. V. bailiff of this Manor, who at a
court held for this Manor, on the — day of —
last, was commanded that he should seize the lands and
tenements of which the said *D. C.* died seized, and gave
the court to understand, and be informed, that he had
seized the lands and tenements abovementioned, as he
was commanded,*

A Warrant

A Warrant to seize the lands of Copyhold Tenants for not doing suit, &c.

*Manor of G. in the } Whereas I. R. son and heir
county of B. } of I. R. late of ———, gen-*
tlemen, deceased, who held of the lord of the said Manor by copy of court roll, one close of pasture, &c. And in respect of the said lands and premises so held as aforesaid, ought to do suit and service at the courts holden for the said Manor, hath from time to time made default to do his suit and service at the several courts holden for the said Manor. And whereas the jury have at this court held for the said Manor, the twenty-seventh day of, &c. presented and declared upon their oaths, that to the knowledge of them, or any of them, the said I. R. the son, hath never appeared to do his said suit or service, at any court holden for the said Manor, since he was admitted to the aforesaid premises. And whereas C. P. a Copyhold tenant of this Manor, did this day in open court publicly depose upon his corporal oath, that by order from I. C. esq. lord of this Manor, he had given personal notice to the said I. R. the son, of the court to be holden here this day, and of the time and place of holding the same, and given him a summons or warning to be and appear at the said court, and to do his suit and service to the lord of the said Manor for the Copyhold lands and premises. And whereas the jury * at this present court, have upon their oaths presented, that he the said I. R. the son, by such his contempt and refusal to appear at this court upon the said personal summons, hath forfeited the said close of pasture, &c. and all other his lands and tenements holden of this Manor, by copy of court roll, unto the lord thereof. It is therefore com-

* A personal notice is absolutely necessary.

manded, and *I. V.* bailiff of this Manor is hereby authorised and required, that he seize into the hands of the lord of this Manor, as well as the aforesaid close, &c. as all other the lands and tenements of the said *J. R.* deceased, held of this Manor by copy of court roll as aforesaid. And that he answer the issues and profits thereof, unto the lord of the said Manor. Given under my hand, &c. this day of, &c.

R. B. Steward,

Licence to let out of court by the steward.

*Manor of A. in the } Be it remembered, that A. B.
county of B. } one of the Copyhold or customary tenants of this Manor, who holds to him for the term of his life, and the lives of C. D. and E. F. and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, a messuage or tenement and premises, situate at —, within, and parcel of the said Manor, in his proper person, came before me, X. X. esq. steward of the said Manor out of court, on the — day of —, and humbly prayed, that I the said X. X. would, according to the custom of the said Manor, grant to him the said A. B. full liberty and licence, to demise, lease, set, and to farm let, all and singular, his Copyhold or customary messuage, or tenement and premises, situate within, and parcel of this Manor, to any person or persons, for any term or number of years, not exceeding the term of ten years, from the day of the date hereof. If the said A. B. C. D. and E. F. or any or either of them, shall so long live.*
Now

Now therefore I the said X. X. according to the custom of the said Manor, do hereby give and grant, liberty and licence to the said A. B. to demise, lease, set, and to farm let his said messuage or tenement, and premises as aforesaid ; provided always, that the said messuage or tenement, and premises, shall be from time to time well and sufficiently repaired, amended, and kept in repair, and the several rents, duties, and services, from time to time well and truly paid, kept, done and performed. Given under my hand and seal the ——— day of ——— in the year of our lord one thousand seven hundred and ninety-two.

X. X. Steward.

Authority from a lord of a Manor to a bailiff, to collect rents, inspect into the woods, and keep the tenants to their duty.

Know all men by these presents, that I T. B. of &c, esq. lord of the Manor of — in the county of — for divers weighty, and good causes and considerations, have made, authorised, constituted and appointed, and by these presents, do make, authorise, constitute, and appoint, T. G. of, &c. gentleman, my bailiff or agent, for me and in my name, and to my use to collect and gather, and to ask, require, demand, and receive of, and from all and every my tenants, that have held or enjoyed, or now do, or hereafter shall, or may hold or enjoy, any messuages, lands, tenements, or hereditaments, from, by, or under me, within my said Manor of —, ail and all manner of rents and arrears of rent, heriots, reliefs, and other perquisites and profits that now are or hereafter shall become payable, due, owing or belonging to me, within
the

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the said Manor, and the precincts and liberties thereof; and in default, or on refusal of payment thereof, or any part thereof, to distrain for the same, from time to time, and such distress or distresses, to impound, detain, and keep until payment be made of the said rents and profits, and the arrears thereof; and do also further empower and authorize the said T. G. to take care of, and inspect into all and every my messuages, lands, woods, and wood grounds, within the said Manor, and to take an account of all defects, decays, wastes, spoils, trespasses, or other misdemeanors, committed or permitted within my said Manor, and the liberty and precincts thereof, or in any of my messuages, lands, woods, or wood grounds, there and from time to time to deliver, send, and transmit to me in writing, a just and true account thereof, whereby to enable me to redress, reform, and punish all offenders of that nature. And farther to do all other things, that to the office of a bailiff of the said Manor, belongs and appertains. Provided always that this my authority to the said T. G. shall continue in force only, during my will and pleasure, and no longer. In witness, &c.

Letter of attorney to demand rent, and in default of payment to enter upon the premises in order to bring an ejectment.

Know all men by these presents, that I. A. B. of — in the county of —, esq. for divers good causes and considerations, have made, ordained, constituted and appointed, and by these presents, do make, ordain, constitute and appoint, G. J. of, &c. gentleman, my true
and

and lawful attorney, for me and in my name, and to my use, to demand and receive of *C. D.* the sum of ——— for one year's rent due to me at ———, for all that my messuage or tenement, situate at ———, and on receipt thereof, to give a sufficient discharge for the same; and in default of payment thereof, for me and in my name, to enter into and upon, and take possession of the said messuage or tenement, and premises, and to detain and keep such possession for my use, and whatsoever my said attorney shall do in the premises, I do hereby ratify and confirm, in witness, &c.

Deputation of a gamekeeper.

To all to whom these presents shall come, *W. A.* of ——— in the county of ———, esq. lord of the Manor of *B.* in the said county of ———, sends greeting. Know ye that I the said *W. A.* for divers good causes and considerations, have made, nominated, deputed, and appointed, and by these presents do make, nominate, depute, and appoint, *J. T.* of ——— in the said county of ——— my lawful gamekeeper, of and for my said Manor of ———, to look after take care and preserve the game there ; and do allow him in my name to hunt, hawk, fish, and fowl within my said Manor, and the demesnes thereof, and places thereto belonging, from time to time, during my free will and pleasure, and also to take, seize, and destroy all unlawful dogs, nets, guns, and engines, used for the destruction of the game, and to
do

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do all other things belonging to the office of a game-keeper, according to the several acts of parliament now in force, and in that case made and provided. In witness, &c.

N. B. This deputation must be inrolled with the clerk of the peace for the county in which the Manor lies.

Warrant by the lord to the bailiff to assign timber for repairs.

Manor of B. } *A. B.* a Copyhold or customary tenant of this Manor, is allowed the timber trees now standing and growing in and upon his farm and lands, at *L.* within the Manor aforesaid, being marked with the letters *X. Y. Z.* and the same to be had and taken by assignment for and towards the repairing of his messuage or tenement, and barn, there to be fairly used and employed, and not otherwise. Given under my hand this _____ day of _____, one thousand seven hundred and ninety-four.

*To J. Th. bailiff of the
said Manor.*

*R. S.
Lord of the said Manor.*

Letter of Attorney to surrender Copyholds.

Know all men by these presents, that I, *S. S.* of _____, in the county of _____, esquire, a customary tenant of the Manor of _____, in the county of _____

of ———, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint *A. B.* of ———, in the same county gentleman, and *C. D.* of ———, in the same county, gentleman, my true and lawful attorney and attorneys, jointly or severally for me the said *S. S.* and in my name and stead to surrender into the hands of the lord or lords of the said Manor of ———, according to the custom of the same Manor, either by the hands and acceptance of the steward of the said Manor, or by the hands and acceptance of two of the Copyhold or customary tenants of the said Manor of ———, all that Copyhold or customary messuage or tenement, and also all that one yard land, with the appurtenances, lying and being in ———, in the parish of ———, heretofore the lands of ———, gentleman, and afterwards of ———, gentleman, being parcel of and within, and also held of the same Manor, by the yearly rent of twenty shillings. And also all that one third part of two messuages, and of two half yard lands, with their appurtenances; and also all and singular my other Copyhold or customary messuages, lands, tenements, and hereditaments whatsoever, situate, lying and being within, and belonging to and held of the same Manor, with their and every of their appurtenances, and all my estate, right and interest therein, unto and to the use of *T. T.* of ———, in the county of ———, his heirs and assigns for ever, at the will of the lord or lords, according to the custom of the said Manor, and for me the said *S. S.* and in my name, to do and execute all and every act and thing, acts and things, needful and requisite for the making such surrender as aforesaid; and also for the procuring of him the said *T. T.* and his heirs or assigns to be admitted to all and singular the said Copyhold premises accordingly, as fully and effectually to all intents

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intents and purposes, as if I the said *S. S.* were myself personally present; hereby ratifying and confirming all and whatsoever my said attorney or attornies shall lawfully do, or cause to be done in or about the premises, by virtue of these presents. In witness, &c.

Letter of Attorney to be admitted.

To all to whom these presents shall come, *A. B.* of ———, in the county of ———, sends greeting. Know ye, that I, the said *A. B.* for divers good causes and considerations, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, *C. D.* of ———, in the county of ———, gentleman, my true and lawful attorney, for me and in my place and stead, to appear at the next, or any subsequent general or special court baron, to be holden in and for the Manor of ———, in the county of ———, and for me, the said *A. B.* and in my name, place and stead, to be admitted tenant, on the surrender of *S. S.* taken in open court, at the general court of the said Manor of ———, holden at ———, in and for the said Manor, on the ——— day of ——— last past, of all that messuage or tenement, and twenty acres of land and premises, with the appurtenances, situate at ———, within the said Manor, to hold to me, the said *A. B.* and to my heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, and generally for me the said *A. B.* and in my name to do, and cause to be done, all and every acts and things, that may be necessary in the premises aforesaid, hereby giving to my said attorney full power and authority herein; and I do hereby
ratify

ratify, confirm and allow, all and whatsoever my said attorney shall lawfully do, or cause to be done, in and about the premises aforesaid, as fully and effectually to all intents and purposes as if I, the said *A. B.* was myself there personally present and did the same. In witness whereof, I the said *A. B.* have hereunto set my hand and seal, this ——— day of ———, 1794.

Absolute Surrender out of Court to the Lord in person,

Manor of L. in the } Be it remembered, that on
County of N. } the ——— day of ———,
A. B. a Copyhold or customary tenant of this Manor, in his proper person, came before *C. D.* of ———, esquire, lord of the said Manor of *L.* at the mansion house of the said *C. D.* and surrendered by the rod, into the proper hands of the said *C. D.* all that his Copyhold or customary messuage or tenement, and twenty acres of land, situate at ———, within and parcel of this Manor, to the intent that the said *C. D.* lord of the said Manor, might do therewith his will.

C. D.

Lord of the said Manor of L.

Absolute Surrender to the Steward out of Court.

Manor of L. in the } Be it remembered, that on the
County of N. } ——— day of ———, A. B. a
Copyhold or customary tenant of this Manor, in his proper person, came before F. H. steward of the said Manor,

APPENDIX:

nor, at the house of the said *F. H.* situate at ———, in the county of ———, and according to the custom of the said Manor of *L.* surrendered into the hands of the lord, by the rod, by the hands and acceptance of the said *F. H.* steward as aforesaid, all that his Copyhold or customary messuage, and six acres of land, situate at ———, within this Manor, to the intent that the lord of the said Manor might do therewith his will.

F. H.

Steward of the said Manor of L.

Surrender out of Court, taken by two Copyhold Tenants to the use of a Will.

Manor of A. in the } Be it remembered, that on the
County of B. } ———, day of ———, A. B.

a Copyhold or customary tenant of this Manor, in his proper person, came before *G. H.* and *I. K.* two other Copyhold or customary tenants of the said Manor, according to the custom of the said Manor, at the house of *M. N.* called or known by the name or sign of ———, situate at ———, within the said Manor, and surrendered into the hands of the lord, by the rod, by the hands and acceptance of the said *G. H.* and *I. K.* testifying the same, according to the custom of the said Manor, all and singular his Copyhold or customary messuages or tenements, lands, hereditaments, and premises whatsoever and wheresoever, situate and being within, and holden of the said Manor, to, for, and upon such uses, trusts, intents and purposes, as the said *A. B.* in and by his last will and testament, already made or hereafter to be made, shall direct, give, limit, or appoint the same.

G. H.

I. K.

Mortgage

Mortgage taken by two Tenants out of Court.

Manor of A. in the } Be it remembered, that on the
County of B. } ——— day of ———, A. B.
 a Copyhold or customary tenant of this Manor, in his proper person, came before *G. H.* and *I. K.* two other Copyhold or customary tenants of the said Manor, according to the custom of the said Manor, at the house of *M. N.* called or known by the name or sign of ———, situate at ———, within this Manor, and surrendered into the hands of the lord of the said Manor, by the hands and acceptance of the said *G. H.* and *I. K.* testifying the same, according to the custom of the said Manor; all that his Copyhold or customary messuage or tenement, with the appurtenances, to the use and behoof of *I. S.* of, &c. yeoman, his heirs and assigns for ever, at the will of the lord, according to the custom of the said Manor, provided always, and upon this condition, that if the said *A. B.* his heirs, executors, administrators, or assigns, should well and truly pay, or cause to be paid, to the said *I. S.* his executors, administrators, or assigns, the full sum of forty pounds of good and lawful money of *Great Britain*, with lawful interest for the same, at or upon the fourteenth day of *October* next ensuing, the said surrender at the dwelling house of the said *I. S.* situate at ———, without making any deduction or abatement whatsoever, for or on account of taxes, or assessments, or otherwise howsoever, that then the said surrender should be void and of no effect, but otherwise should be and remain in full force and virtue.

Admittance by the Lord out of Court.

Manor of B. in the } Be it remembered, that on the
County of —. } ——— day of ———, in the
 year of our Lord one thousand seven hundred and ninety-
 four, *A. B.* in his proper person, came before me *T. T.*
 esquire, lord of the said Manor of *B.* at the mansion
 house of the said *T. T.* situate at ———, and humbly
 prayed of me to be admitted according to the custom of
 the said Manor, tenant to all that Copyhold or customary
 messuage or tenement and twenty acres of land, situate at
 ———, within this Manor, to which premises the
 said *A. B.* became intitled as heir at law to his late father,
 deceased, to which said *A. B.* I, the said *T. T.* lord of the
 said Manor, by my own proper hands, in the presence of
S. S. gentleman, and *R. R.* gentleman, witnessing the
 same, did then and there grant *seisin* of all and singular
 the said premises, by the rod, to have and to hold the
 said Copyhold or customary messuage or tenement, lands
 and premises, with their and every of their appurtenances,
 unto the said *A. B.* his heirs and assigns for ever, at my
 will, and at the will of the respective succeeding lord or
 lords, lady or ladies of the said Manor, according to the
 custom of the said Manor, by fealty, suit of court, and
 the several yearly rents, duties and services therefore due
 and of right accustomed; and the said *A. B.* gave for a
 fine for such his estate and entry in the said premises, as
 will appear by the court rolls of the said Manor, and the
 said *A. B.* was admitted tenant to the said premises in
 manner

manner and form aforefaid, but his fealty was respited until hereafter.

In the prefence of }

T. T.
Lord of the faid Manor.

N. B. On the tenant's first appearance in the court, after his admission, the steward should adminifter the oath of fealty to him.

A Warrant to diftrain for Copyhold Rents.

The Manor } Memorandum : this _____ day of
of G. } _____, I, *G. B.* efquire, lord of
the faid Manor of *G.* have made, constituted and appointed *R. S.* of, &c. my true and lawful attorney and bailiff, to demand and receive of all and every the feveral and refpective Copyhold tenants of the faid Manor of *G.* all and every the feveral and refpective Copyhold rents to me due, and in arrear ; and I do hereby further appoint and authorife him the faid *R. S.* to levy the faid Copyhold rents feverally and refpectively, by diftreff of the feveral goods of the feveral perfons that fhall refufe or neglect to pay the fame ; and I defire all my Copyhold tenants, and others, within the faid Manor, to be aiding and affifting to my faid bailiff in difcharge of his faid office. In witnefs, &c.

G. B.

Lord of the faid Manor of G.

A lease of Copyhold lands by virtue of a licence.

This indenture made, &c. between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, witnesseth, that the said *A. B.* by virtue of a licence, before the sealing and delivery of these presents by him procured and obtained, of and from *E. F.* lord of the Manor of, &c. at a court held for the said Manor, on the ——— day of ———, for the demising, granting, and letting to farm the tenements, &c. hereafter in, and by these presents demised, to the said *C. D.* and which he the said *A. B.* holds to him and his heirs of *E. F.* lord of the said Manor, by copy of court roll of the said Manor, at the will of the lord, according to the custom of the said Manor, hath demised, leased, and to farm let, and by these presents, doth demise, lease, and to farm let, unto the said *C. D.* &c. all that messuage or tenement, &c. To have and to hold the said messuage or tenement, lands and premises, with the appurtenances, unto the said *C. D.* his executors, administrators and assigns, from the day of the date of these presents, for and during the term of five years from thence next ensuing, and fully to be complete and ended, yielding and paying therefore yearly, and every year during the said term, unto the said *A. B.* his heirs and assigns, the yearly rent or sum of, &c. of lawful money, &c. at, &c. (with clause of distress and usual covenants to repair, &c.) And also the said *C. D.* for himself, his executors, administrators, and assigns, and every of them, doth covenant

nant, promise, and grant to and with the said *A. B.* his heirs, executors, administrators, and assigns, that he the said *C. D.* his executors, administrators and assigns, shall not, nor will do, or knowingly or willing permit, or suffer to be done, any act, deed, matter, or thing whatsoever, which may forfeit, determine, or make void, injure or impair, the estate or interest of the said *A. B.* of, in, or to the said hereby demised premises, or of, in, or to any part or parcel thereof, or which may be otherwise hurtful or prejudicial to the said *A. B.* his heirs or assigns, of, or in the premises, or any part thereof. And the said *A. B.* for himself, his heirs and assigns, doth covenant, promise, grant, and agree to with the said *C. D.* his executors, administrators, and assigns, that he the said *C. D.* his executors, administrators, and assigns, paying of the said yearly rent, and performing the covenants and agreements herein contained, which on his and their parts and behalfs, are and ought to be performed and kept, shall and may quietly and peaceably have, hold, and enjoy, all and singular the beforementioned, to be hereby demised, premises, and every part and parcel thereof with the appurtenances, during the term hereby demised, without any interruption, molestation, or eviction of him the said *A. B.* his heirs and assigns, or of any person or persons whomsoever lawfully claiming, or who shall or may hereafter lawfully claim any estate, right, title or interest, of, in, or to the same or any part thereof, by, from, or under him, them, or any of them. And also that he the said *A. B.* his heirs, executors, administrators, and assigns, or some or one of them, shall and will from time to time, and at all times hereafter, discharge, save harmless, and keep indemnified, the said *C. D.* his executors, administrators, and assigns, of, from, and against all quit

rents, payments, duties and services, to be had, paid, made, or done, for or out of the said hereby demised, premises, or any part thereof, to the said *E. F.* lord of the Manor aforesaid, his heirs and assigns. In witness, &c.

*A mortgage of a Copyhold estate for one and twenty years,
by virtue of a power given by licence to let.*

This indenture made, &c. between *E. T.* of, &c. of the one part, and *I. G.* of, &c. of the other part; whereas the said *E. T.* by copy of court roll, of the Manor of, &c. aforesaid, bearing date, &c. last past, before the day of the date of these presents, and *E. T.* the elder, father of the said *E. T.* party to these presents, by the name of *E. T.* the younger, did hold of *T. A.* of, &c. esq. lord of the said Manor, of, &c. (as joint purchasers for the term of their lives, and the life of *M. T.* daughter of the said *E. T.* the younger, and the life of either of them, longest living successively, at the will of the lord, according to the custom of the said Manor (amongst other things) one close of pasture or arable land, called, &c. and one close of arable land, called, &c. with the appurtenances within the Manor of, &c. aforesaid, and by and under the yearly rent of, &c. and one heriot when it shall happen, and by and under all other rents, burthens, suit, customs, and services, therefore due and of right accustomed. And whereas at a court baron, holden for the said Manor of, &c. aforesaid, on the ——— day of ——— last past, licence was granted to the said *E. T.* the elder, and *E. T.* the younger, to let the said two closes

closes called, &c. parcel of the lands, by the said copy of court roll granted, with the appurtenances, to the said *J. G.* his executors, administrators, and assigns, for the term of one and twenty years from then next ensuing ; and if they the said *E. T.* the elder, *E. T.* the younger, and *M. T.* daughter of the said *E. T.* the younger, or any one of them, shall so long happen to live, so as the hedges, ditches, and other the fences of the premises, should be from time to time, well and sufficiently repaired, amended and kept, and the rents, burthens, suits, customs, and services, therefore due to the lord, should be well and truly rendered, paid, observed and performed otherwise the same licence should be void, as by the said copy of court roll (relation being thereunto had) may more fully appear. And whereas the said *E. T.* the elder, hath lately departed this life, leaving the said *E. T.* the younger, and *M. T.* his daughter, him *surviving*, whereby the estate hath devolved to, and come to the hands and possession of the said *E. T.* the younger. Now this indenture witnesseth, that the said *E. T.* party to these presents, by virtue of the said licence and authority so granted as aforesaid, and in consideration of the sum of, &c. of lawful money, &c. to him in hand paid by the said *J. G.* at or before the sealing and delivery of these presents, the receipt whereof he the said *E. T.* party to these presents, doth hereby acknowledge, and thereof, and of every part and parcel thereof doth release, acquit, and discharge the said *J. G.* his executors, administrators, and assigns, by these presents, hath demised, granted, and to farm letten, and by these presents doth demise, grant, and to farm let unto the said *J. G.* all that the aforesaid close of pasture or arable land, called, &c. and the said close of arable land, called, &c. in and by the said recited copy of court roll, granted with their and every of their appur-

tenances, and all ways, paths, passages, waters, water courses, easements, profits, privileges, commodities, and advantages, to the same belonging, or in any wise appertaining. And also all the estate, right, title, interest, property, claim, and demand whatsoever, of him the said *E. T.* party to these presents, of, in, unto or out of the said closes and premises, and every part and parcel thereof, with their and every of their appurtenances, TO HAVE AND TO HOLD the said two closes of pasture or arable land, hereby demised or mentioned, or intended so to be with their and every of their appurtenances unto the said *J. G.* his executors, administrators, or assigns, from the ——— day of ———, &c. (the date of the licence) last past, before the date of these presents, for and during, and unto the full end and term of one and twenty years, from thence next ensuing, and fully to be compleat and ended, if he the said *E. T.* party to these presents, and *M.* his daughter, or either of them, shall so long happen to live; YIELDING, PAYING, doing, observing, and performing, during the said term hereby demised, all such rents, heriots, burthens, suits, customs, and services, which during the said term, shall become and grow due and payable, and which by the said *E. T.* party to these presents, and *M.* his daughter, or either of them, are, shall, or ought to be from time to time paid, done, observed, rendered and performed. And the said *E. T.* party to these presents, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, promise, and grant to, and with the said *J. G.* his executors, administrators and assigns, by these presents in manner following: that is to say, that he the said *E. T.* at the time of the sealing and delivery of these presents, is truly seized or possessed, for the term of his life, and the life of the said *M. T.* and the life of the longest

est liyer of them, of the said two closes, and all other the premises hereby demised, or mentioned, or intended so to be, with the appurtenances; and that he the said *E. T.* by virtue of the said recited copy of court roll, and licence, hath in himself good right, true title, full power, and lawful and absolute authority, to demise, grant, and to farm let, the said closes and premises, hereby demised, with the appurtenances unto the said *J. G.* his executors, administrators, and assigns, for and during all the said term of one and twenty years, determinable as aforesaid, in manner and form as aforesaid, and that as well the said closes, and all other the premises hereby demised or mentioned, or intended so to be, with the appurtenances, as also the said *J. G.* his executors, administrators, and assigns, shall, and may from time to time, and at all times hereafter, during the said term hereby demised, determinable as aforesaid, remain, continue, and be free, and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise well and sufficiently saved, defended, kept harmless, and indemnified by the said *E. T.* his heirs, executors, administrators, or some or one of them, of, and from all and all manner of former and other grants, bargains, leases, assignments, mortgages, conditions, rents, arrearages of rents, judgments, executions, troubles, forfeitures charges, titles, and incumbrances whatsoever, had made, committed, done, or suffered by him, the said *E. T.* or by any other person or persons whatsoever. Provided always, and upon this condition, that if the said *E. T.* his heirs, executors, or administrators, do, and shall well and truly pay, or cause to be paid, unto the said *J. G.* his executors, administrators, or assigns, the full sum of, *£c.* of lawful money, *£c.* in manner and form following; that is to say, *£.*—, *£c.* part thereof, at, or upon the day,

day, &c. next ensuing, the date of these presents, £. — more other part thereof, at or upon, &c. then next following, and £. —, the remainder of the said sum of £. —, in full payment thereof, at or upon, &c. which will be in the year of our lord, &c. together with lawful interest for the same, without any manner of deduction, defalcation, or abatement whatsoever, for, or upon the account of any taxes, payments, charges, assessments, or impositions, already imposed, or hereafter to be imposed. That then, and from thenceforth these presents, and every clause, matter, and thing, therein contained, shall cease, determine, and be utterly void, and of none effect; and then, and from thenceforth, it shall and may be lawful, to and for the said E. T. his executors, administrators, or assigns, or such person or persons, as shall become entitled to the said premises, according to the custom of the said Manor, to enter into, have, hold, possess, and enjoy, all and singular the premises, with the appurtenances, as in his or their former right and estate, this indenture or any thing therein contained to the contrary thereof, in any wise notwithstanding; and the said E. T. party to these presents, for himself, his heirs, executors, administrators, and for every of them, doth further covenant, promise, and grant to, and with the said J. G. his executors, administrators, and assigns, by these presents, that he the said E. T. his executors, administrators, or assigns, or some, or one of them, shall, and will, well and truly pay, or cause to be paid unto the said J. G. his executors, administrators, or assigns, the said sum of, &c. together with lawful interest for the same as aforesaid, at, or upon the several and respective days and times before limited, and appointed in the above written proviso, and according to the true intent and meaning of these presents, and that without any manner of deduction

deduction, or abatement whatsoever, for, or upon the account of any taxes, payments, charges, assessments, impositions, as well ordinary as extraordinary whatsoever, as aforesaid. And that from and after default shall be made, of or in payment of the said sum of, &c. and interest at the several days and times before, in and by the proviso or condition aforesaid, limited and appointed for payment thereof, it shall and may be lawful to, and for the said J. G. his executors, administrators, and assigns, from time to time, and at all time during the said term hereby granted, quietly and peaceably to have, hold, use, occupy, possess, and enjoy the said two closes of pasture or arable land, and all other the premises hereby demised or mentioned, or intended to be hereby demised, with the appurtenances, to receive and take the rents, issues, and profits thereof, to and for his and their own proper use and benefit, and behoof, without any the lawful let, suit, interruption, eviction, ejection, disturbance, or denial of, or by the said E. T. or the said M. T. or either of them their, or either of their executor, administrators, or assigns, or of or by any other person or persons whatsoever, by virtue of any custom of the said Manor, of, &c. or by any other right or title whatsoever. And also that he the said E. T. his heirs, executors, administrators and assigns, and all and every other person and persons, lawfully claiming, deriving, or which shall or may lawfully claim or derive any estate, right, title, interest, claim or demand whatsoever, of, in, to or out of the said closes and premises hereby demised or mentioned, or intended so to be, or any part or parcel thereof, shall and will at all time and times, from and after default of payment made as aforesaid, upon the reasonable request of the said J. G. his executors, administrators, or assigns,

assigns, make, do, execute, and suffer, or cause and procure to be made, done, executed, and suffered, all and every such furthur, and other lawful and reasonable act and acts, thing and things, devices, surrenders, assurances in the law whatsoever, for the further, better, and more perfect and absolute assuring, establishing, and confirming of all and singular the premises, with the appurtenances, unto the said J. G. his executors, administrators, and assigns, for and during the term hereby demised, determinable as aforesaid, without any power or equity of redemption, according to the true intent and meaning of these presents, as by the said J. G. his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised, and required, in witness, &c.

General

General covenant to surrender Copyhold estates.

And the said *R. A.* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with, and to the said *A. B.* and his heirs, that he the said *R. A.* or his heirs, shall and will, as soon as may be, surrender into the hands of the lord, or the lords, lady or ladies of the Manor or Manors, of whom the same are respectively holden, according to the custom of the said Manor or Manors respectively, to the use of the said *A. B.* his heirs and assigns, all and singular the Copyhold, and customary messuages, lands, and hereditaments of, or to which he the said *R. A.* is seized or intitled for an estate of inheritance, or for the term of his life, or for the life or lives of any other person or persons by copy of court roll, with their appurtenances, to hold the same to the use of the said *A. B.* his heirs, and assigns for ever, of the lord or lords, lady or ladies of the Manor or Manors, of which the same respectively are holden, at the will of such lord or lords, lady or ladies, respectively, by copy of court roll, by the yearly rents, duties, and services, therefore due, and of right accustomed.

A Decla-

*Deed of Covenant to surrender a Copyhold Estate, by one
whose life was put in to fill up the copy.*

This Indenture made, &c. between *E. F.* of, &c. gentleman of the one part, and *G. S.* of, &c. gentleman, of the other part. Whereas at a court baron holden in and for the Manor of *G.* on or about the, ——— day of ———, &c. *X. Y.* esquire, lord of the said Manor, granted unto *G. S.* one messuage and sixteen acres of land, with the appurtenances, in the parish of *B.* within the said Manor of *Y.* to hold to him the said *G. S.* by copy of court roll of the said Manor, for the term of his natural life, and the natural lives of *A. B.* and *C. D.* his two sons, and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, by and under the yearly rents, duties and services, therefore due and of right accustomed. And whereas the said *A. B.* is since deceased, and at a court held for this Manor on the ——— day of ———, &c. at the humble request, and upon the surrender of the said premises by the said *G. S.* the lord of the said Manor re-granted the said premises to the said *G. S.* to hold to him for the term of his natural life, and the natural lives of the said *C. D.* his remaining son, and *E. F.* of, &c. gentleman. And whereas, at the time of making such last mentioned grant, it was not intended that the said *E. F.* should take any beneficial interest in the premises, but that his name should be inserted merely as a trustee for the benefit of the said *G. S.* Now this indenture witnesseth, and the said *E. F.* doth hereby covenant, grant, and

and declare, with and to the said *G. S.* his executors, administrators and assigns, that it was not the intent and meaning of the said parties, that he the said *E. F.* his executors, administrators, or assigns, should have or take any beneficial interest or advantage whatsoever in the said premises; and the said *E. F.* doth hereby for himself, his executors, administrators, and assigns, further covenant, promise and agree with, and to the said *G. S.* his executors, administrators, and assigns, by these presents, that he, the said *E. F.* shall and will, at any time or times hereafter, upon the request, and at the proper costs and charges of the said *G. S.* his executors, administrators, or assigns, surrender and yield up into the hands of the lord of the Manor aforesaid, all and singular the said premises, with the appurtenances, to, for and upon such uses, trusts, intents and purposes, as the said *G. S.* his executors, administrators, or assigns, shall direct or appoint. In witness, &c.

Bond

Bond to surrender a Copyhold Estate, by one whose life was put in to fill up the copy.

Know all men, &c. that I, *E. F.* of, &c. gentleman, am held, &c. to *G. S.* of, &c. gentleman, &c.

Whereas at a court baron, holden in and for the Manor of *G.* in the county of ———, on or about the ——— day of ———, *X. Y.* esquire, lord of the said Manor, granted unto *P. S.* one messuage and sixteen acres of land, with the appurtenances, in the parish of *B.* within the said Manor of *G.* to hold to him the said *G. S.* by copy of court roll of the said Manor, for the term of his natural life, and the natural lives of *A. B.* and *C. D.* his two sons, and the life of the longer liver of them successively, at the will of the lord, according to the custom of the said Manor, by and under the yearly rents, duties and services therefore due, and of right accustomed. And whereas the said *A. B.* is since deceased, and at a court holden for this Manor, on the ——— day of ———, &c. at the humble request, and upon the surrender of the said premises by the said *G. S.* the lord of the said Manor, re-granted the said premises to the said *G. S.* to hold to him for the term of his natural life, and the lives of the said *C. D.* his remaining son, and *E. F.* of, &c. gentleman. And whereas at the time of making such last mentioned grant, it was not intended that the said *E. F.* should take any beneficial interest in the premises, but that his name should be inserted in the copy merely as a trustee for the benefit of the said *G. S.* Now the condition of the above
written

written obligation is such, that if the above bounden *E. F.* his heirs, executors, administrators, or assigns, shall at any time or times hereafter, upon the request, and at the proper costs and charges, in the law of the said *G. S.* his executors, administrators, or assigns, surrender and yield up into the hands of the lord of the Manor aforesaid, all and singular the said premises, with the appurtenances, to, for and upon such uses, trusts, intents and purposes, as the said *G. S.* his executors, administrators, or assigns, shall direct or appoint, then the above written obligation to be void, otherwise to be and remain in full force and virtue.

A Declaration of Trust upon admitting two lives in reversion into a Copyhold.

This Indenture made, &c. between *H. E.* of, &c. of the first part, *T. B.* of, &c. of the second part, and *G. S.* of, &c. of the third part. Whereas *X. Y.* esquire, lord of the Manor of *G.* at the instance and request of the said *G. S.* &c. hath this present day granted unto the said *H. E.* and *T. B.* one messuage, and sixteen acres of land with the appurtenances, in the parish of *B.* within the Manor of *G.* to have and to hold the same unto the said *H. E.* and his assigns, for the term of his life, from and immediately after the death, surrender, forfeiture, or other sooner determination, of the estate of *J. P.* (who holdeth the said premises for the term of his life) and after the death, surrender, or forfeiture of them the said *J. P.* and *H. E.* to have and to hold the premises aforesaid, with the appurtenances, unto the said *T. B.* and his assigns, for and during the term of his natural life, by copy of court roll,

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at the will of the lord, according to the custom of the Manor aforesaid, on trust and confidence nevertheless, to surrender the same premises, at the request of the said *G. S.* to such persons and to such uses as he the said *G. S.* shall direct and appoint. Now this Indenture witnesseth, and the said *H. E.* doth for himself, his executors and administrators, covenant, promise and agree, to and with the said *G. S.* his executors, administrators and assigns, by these presents, that he the said *H. E.* shall and will upon the request and at the proper costs and charges of the said *G. S.* his executors, administrators or assigns, surrender and yield up into the hands of the lord of the Manor aforesaid, the said messuage and premises, with the appurtenances, and all his estate and interest therein, in such manner, and to such use and uses, trusts, intents and purposes, as the said *G. S.* his executors, administrators or assigns, shall direct or appoint, and in the mean time, and until such surrender as aforesaid, shall and will permit and suffer the said *G. S.* his executors, administrators and assigns, peaceably and quietly to have, hold and enjoy the said messuage and premises, with the appurtenances, and the rents, issues and profits thereof, to receive and take to and for his and their own use and benefit, without any the lawful let, suit, interruption or disturbance, of, or by the said *H. E.* his executors, administrators and assigns, or any of them; and the said *T. B.* doth also for himself, his executors, and administrators, covenant and grant to and with the said *G. S.* his executors, administrators, and assigns, by these presents, that he the said *T. B.* shall and will, upon the request, and at the costs and charges of the said *G. S.* his executors or administrators, surrender into the hands of the lord of the Manor aforesaid, the said messuage, and premises, with the appurtenances, and all his estate and interest therein,

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in such manner, and to such use and uses, trusts, intents and purposes, as the said *G. S.* his executors, administrators or assigns, shall direct or appoint: And in the mean time, and until such surrender, as aforesaid, shall and will permit and suffer the said *G. S.* his executors, administrators, and assigns, peaceably and quietly to have, hold, and enjoy the said messuage and premises, with the appurtenances, and the rents, issues, and profits thereof to receive and take, to and for his and their own use and benefit, without any the lawful let, suit, interruption or disturbance, of or by the said *T. B.* his executors, administrators or assigns; and the said *G. S.* doth for himself, his executors, administrators, and assigns, covenant and agree to and with the said *H. E.* his executors and administrators, by these presents, that he, the said *G. S.* his executors, administrators or assigns, shall and will, upon the request of the executors or administrators of the said *H. E.* well and truly pay or cause to be paid unto the said executors or administrators of the said *H. E.* so much money as any beast which shall be taken or seized for, or in the name of a heriot, for the said premises, upon the death of the said *H. E.* shall be worth at the time of such taking; and the said *G. S.* doth also for himself, his executors, administrators, and assigns, covenant and agree to and with the said *T. B.* his executors, and administrators, by these presents, that he, the said *G. S.* his executors, administrators, and assigns, shall and will upon the request of the executors or administrators of the said *T. B.* well and truly pay, or cause to be paid, unto the said executors or administrators of the said *T. B.* so much money as any beast, which shall be taken or seized, for or in the name of a heriot for the said premises, upon the death of the said *T. B.* shall be worth at the time of such taking. In witness, &c.

An Assignment of a Copyhold estate, held for life, and covenant to surrender into the hands of the lord of the Manor, in consideration of an annuity payable during life.

To all to whom these presents shall come, *M. C.* of, &c. sendeth greeting, Whereas the said *M. C.* by virtue of a copy of court roll of the Manor of, &c. bearing date, &c. signed by, &c. then lord of the said Manor, is and stands lawfully possessed of, and interested in a certain messuage or tenement, situate, lying and being in and part of the Manor aforesaid, for the term of her life, according to the custom of the said Manor, as by the said copy of court roll, more at large may appear: Now these presents witness, that the said *M. C.* for and in consideration of the annual sum of, &c. of lawful money, &c. secured to be paid her during the term of her natural life, by *J. C.* esquire, present lord of the Manor of, &c. aforesaid, and also in consideration of the sum of five shillings, hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over, unto the said *J. C.* the before recited messuage or tenement, &c. with the appurtenances, and all the estate, right, title, interest, claim and demand whatsoever, of her the said *M. C.* of, in, and to the same, by virtue of the said copy of court roll, or the custom of the said Manor, or otherwise howsoever, together also with the said copy; and to the intent the said *J. C.* may become as lawfully and absolutely possessed of the said messuage or tenement, and premises, as of other parts of the said Manor now in his hands. And the said *M. C.* doth hereby covenant, promise, and agree

agree to and with the said *J. C.* his heirs and assigns, that she, the said *M. C.* shall and will, at the next court baron to be held for the said Manor of, &c. or at any other time or times, upon the request and at the costs and charges of the said *J. C.* or his heirs, surrender into his or their hands, or into the hands of the steward of the said Manor, or otherwise according to the custom of the said Manor, to the use of the said *J. C.* his heirs and assigns, the aforesaid messuage or tenement, &c. and all the lands, meadows, pastures, feedings, and commons, to the same belonging or appertaining; and all her estate, right, title, interest, claim and demand whatsoever, of and to the same: and that she, the said *M. C.* shall and will, from time to time, and at all times hereafter, during the term of her life, at the reasonable request, costs and charges in the law, of the said *J. C.* his heirs or assigns, make and do all and every such further and other lawful and reasonable acts and things, for the further, better, and more perfect assuring and conveying of the said tenement, lands, and premises, to the use of the said *J. C.* his heirs, and assigns, as by him or them, or his or their counsel learned in the law, shall be reasonably devised or advised and required. And further, that at the time of making such surrender or surrenders, or other assurance or assurances, to be made of the said messuage or tenement, and premises, the same shall be free and clear, and freely and clearly acquitted and discharged of and from all former surrenders, forfeitures, and other incumbrances whatsoever, had, made, done, or wittingly or willingly suffered by her the said *M. C.* or by any other person or persons lawfully claiming by, from or under her. In witness, &c.

*Condition of a Bond to pay money advanced upon a
Conditional Surrender.*

The condition of this obligation is such, That whereas the above bound *F. N.* a Copyhold or customary tenant of the Manor of *G.* within the county of *H.* on the day of the date of the above written obligation, for and in consideration of the sum of fifty pounds of good and lawful money of *Great-Britain*, to him in hand paid by the above named *R. W.* did surrender into the hands of the lord of the said Manor, by the hands and acceptance of *T. M.* and *W. A.* two other customary tenants of the said Manor, one Copyhold tenement, with the appurtenances, containing by estimation five acres, be the same more or less, situate, lying and being in *G.* aforesaid, and parcel of the said Manor, to the use and behoof of the said *R. W.* his heirs and assigns for ever, according to the custom of the said Manor: Provided nevertheless, and upon this condition, that if the said *T. N.* his heirs, executors, administrators, or assigns, shall and do well and truly pay, or cause to be paid unto the said *R. W.* his executors, administrators or assigns, the full and just sum of fifty pounds of good and lawful money of *Great-Britain*, with lawful interest for the same, on or before, &c. that then the said surrender should be void and of no effect, or else to be and remain in full force and virtue, as by the said surrender more plainly and fully it doth and may appear. If therefore the said *F. N.* was at the time of making the said surrender, solely, rightfully, and absolutely seized of and in the said Copyhold tenement, with the appurtenances, in fee simple, to his own use, according to the custom of the Manor aforesaid; and also if he then

then had full power, good right and lawful authority, to surrender the same unto the said *R. W.* and his heirs, in manner and form aforesaid; and also if the said *F. N.* his heirs, executors, administrators, or assigns, shall well and truly pay or cause to be paid, unto the said *R. W.* his executors, administrators, or assigns, the aforesaid sum of fifty pounds in the condition of the said recited surrender, specified on, &c. in full discharge of the said condition, and according to the true intent and meaning thereof; and lastly, if the said *F. N.* his heirs, executors, administrators or assigns, shall and do at the next court baron to be held in and for the said Manor, pay and discharge all the fees that shall be due to the steward of the court of the aforesaid Manor, that then this present obligation shall be void, &c.

A Condition of a Bond to surrender Copyhold lands, whereunto the obligor is admitted in trust for the obligee.

The condition, &c. That whereas the above bounden *J. F.* at the costs and charges, and in trust for the only benefit of the said *R. M.* hath had and taken admittance, according to the custom of the Manor of *H.* in the county of *B.* of, and to the reversion of one messuage one barn, and certain lands, called, &c. containing by estimation twenty acres, be the same more or less, thereunto belonging; with the appurtenances, situate, &c. and holden by copy of court roll of the said Manor; to have and to hold unto the said *J. F.* for and during the term of his natural life, from and after the decease of *E.* wife of the said *R. M.* and the said *R. M.* and from and after the decease of the survivor of them. If therefore the said *J. F.* do and shall, upon the request and at the costs and charges of the said *R. M.* his executors or administrators, well and truly, and according to the custom of the said Manor, surrender into the hands of the lord of the said Manor, all the said messuages, and premises, with their appurtenances, in such manner and to such use and uses, as the said *J. F.* his executors and administrators shall direct and appoint; and also, if the said *R. M.* his executors, administrators, and assigns, shall, or lawfully may, from time to time, and at all times, until such surrender shall be so made by the said *J. F.* as aforesaid, peaceably and quietly have, hold, use, occupy, possess, enjoy, and keep the said messuage and premises, with the appurtenances, and every part and parcel thereof, with-

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out any let, trouble, interruption or contradiction of, or by the said *J. F.* or any claiming under him, or by his act and deed: Then, &c.

Deed of Enfranchisement.

This Indenture, made, &c. between *I. N.* of, &c. esquire, lord of the Manor of *B.* in the county of *S.* of the one part, and *A. B.* of, &c. (one of the Copyhold tenants of the said Manor on the other part.) Whereas the said *I. N.* is seized to him and his heirs of the said Manor of *B.* for an estate of inheritance in fee simple, in possession, and the said *A. B.* is seized of the tenements and hereditaments hereinafter mentioned, for an estate of inheritance to him and his heirs, which said tenements are held of the lord of the said Manor, at the will of the lord, by copy of court roll, according to the custom of the said Manor, by the rents and services therefore due and of right accustomed. Now this Indenture witnesseth, that in consideration of ten shillings of lawful money of *Great-Britain*, by the said *A. B.* to the said *I. N.* paid, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *I. N.* at the request, and upon the acceptance of the said *A. B.* testified by his being a party to and sealing and delivering these presents, hath fully, clearly and absolutely granted, bargained, sold, discharged, remised, released, and for ever quit, claimed, and by these presents doth, &c. unto the said *A. B.* and his heirs and assigns, all, &c. and all heriots, quit rents, duties, suit and service of court, and all other customs
and

and services due and payable, or hereafter to become due or payable, for or in respect of the said premises, and all the seignory, estate, right, title, interest, possibility, property, claim, and demand whatsoever, of the said *I. N.* as lord of the Manor of *B.* of, into, from, out of, or upon the said tenements and hereditaments, hereby released, or any of them, to have and to hold the said tenements, hereditaments, and all and singular other the premises hereby released, or expressed, or intended so to be, and every of them, and every part thereof, unto the said *A. B.* his heirs and assigns, to and for the only proper use and behoof of the said *A. B.* his heirs and assigns for ever; to the intent and purpose, and so that the said *A. B.* his heirs and assigns may for ever hereafter hold and enjoy the said tenements, hereditaments, and all and singular other the premises hereby released or expressed, and intended so to be, and every of them and every part thereof, with their appurtenances, absolutely freed and discharged of and from the said Copyhold tenure, and of and from all rents, payments, heriots, suits, customs and services incident thereto, or by custom, prescription, or otherwise howsoever to be rendered or performed to the lord of the said Manor of *B.* for the time being, for, or in respect of the premises, or any of them. Provided always, and it is the true intent and meaning of these presents, that nothing herein contained shall enfranchise, acquit or discharge any tenement or hereditaments, held of the lord of the said Manor of *B.* other than and except the tenements and hereditaments herein before particularly mentioned, and hereby released or expressed, or intended so to be, of and from the said Copyhold tenure, or from any rents, payments, heriots, suits, customs or services incident thereto, or to be rendered or performed in respect thereof. In witness, &c.

A Deed

*A Deed to suffer a Recovery in a court baron,
by plaint, &c.*

This Indenture, made, &c. between *A. C.* of the one part, and *C. C.* of the other part,* witnesseth, that for the barring, docking and destroying all estates tail and in remainder, now subsisting of and in the said messuage, lands, and hereditaments herein after mentioned, and also in consideration of five shillings of lawful money of *Great-Britain*, by the said *C. C.* paid to the said *A. C.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *A. C.* doth hereby covenant, promise, grant and agree with and to the said *C. C.* his heirs and assigns, by these presents, that he the said *A. C.* at the court baron of the Manor of *G.* in the county of *H.* on or before the ——— next ensuing the date hereof, shall and will permit and suffer the said *C. C.* to affirm, enter and prosecute against him the said *A. C.* in the court baron of the said Manor of *G.* one plaint in the nature of a writ of entry, *sur disseisen en le post*, of all and singular that his messuage, and forty acres of meadow, with the appurtenances adjoining thereunto, abutting, &c. situate, lying and being within the said Manor of *G.* which said messuage the said *A. C.* late had in remainder on the surrender of *C. C.* his father, by the name of, &c. as in and by the copy of court roll of the general and court baron of the said Manor, holden at *G.* aforesaid, on the twenty-sixth day of, &c. last past, before the date hereof, may more fully and at large appear; and that the said plaint shall be affirmed, entered and prosecuted as aforesaid, he the said *A. C.* shall appear
in

in his own person, or by his attorney lawfully authorized in that behalf, and shall make his defence thereunto according to law, and vouch to warrant for the premises one *T. W.* who shall appear and enter into the warranty, and afterwards make default according to the manner and form of common recoveries in writs of entry *sur disseisen en le poſt*, at the common law, whereby the said *C. C.* shall have judgement to recover the said messuage and forty acres of meadow, and other the premises against the said *A. C.* and the said *A. C.* to recover over in value against the said *T. W.* according to the manner and form of common recoveries for lands and tenements, which said recovery the said *A. C.* shall suffer to be executed by precept or warrant out of the said court, in the nature of a writ of *habere facias seisinam*, according to the order or the manner of the common law; and the said *A. C.* doth hereby further covenant, promise, grant and agree with and to the said *C. C.* his heirs and assigns, that the said recovery and the estate of the premises to be had, obtained and recovered thereby, or by reason thereof, shall be to the use of the said *C. C.* his heirs and assigns for ever, according to the custom of the said Manor, and to and for no other use, intent, or purpose whatsoever. In witness, &c.

A precept

A Precept to deliver possession on a recovery.

*The Manor of G. } G. B. steward, to J. V. bailiff,
 } of the said Manor, greeting.*

Know you that C. C. in this court, who held, &c. by judgment of same court, hath recovered his *seisin* against A. C. of, &c. (here recite the premises) with their appurtenances, in, &c. within the jurisdiction of this court, by the default of the said A. C. therefore I command you, that without delay, you cause full *seisin* of the tenements aforesaid with their appurtenances, to be delivered to the said C. C. and have you there this precept, and in what manner you have executed the same, dated, &c.

G. B. Steward (L. S)

A deed

A Deed to levy a fine in a court of ancient demesne.

This indenture, &c. between *B. F.* of the one part, and *D. A.* of the other part, &c. whereas the said *B. F.* is, on the day of the date of these presents, lawfully seized of an estate of inheritance to him, and the heirs male of his body, and of and in divers messuages, lands, tenements, and hereditaments, within the liberty of *E. F.* in the county of *G.* hereinafter in these presents, more particularly mentioned. Now this indenture witnesseth, that the said *B. F.* for divers good causes and considerations, him hereunto especially moving, and for the settling, &c. doth for himself and his heirs, covenant, grant, and agree to, and with the said *D. A.* his heirs, executors, and administrators, by these presents. That he the said *B. F.* at his own proper costs and charges, shall and will in due form of law, before the feast, &c. next ensuing, the date of these presents, acknowledge and levy one fine in the court of ancient demesne, within the said liberty of *E.* at *F.* according to the course and common usage thereof, for levying of fines of lands and hereditaments within the said liberty, unto the said *D. A.* of all those messuages, lands, &c. by the name of six messuages, four gardens, thirty acres of land, &c. in *E.* at *F.* afore said, or by such other name or names as shall be thought meet, &c. In witness, &c.

A P P E N D I X.

Form of a fine in a court of antient demefne.

The Manor of } The court of Richard B. esq. and
Alton Westbrook. } H. his wife, held there, on Friday the
 10th day of *June*, in the seventh year of
 the reign of our sovereign lord *George*
 the second, by the grace of God, of *Great*
Britain, France, and Ireland, king, de-
 fender of the faith and so forth, before *Ri-*
chard B. and John S. suitors of the same
 court, according to the custom of the
 same court, from time whereof there is
 no memory of man to the contrary ex-
 isting.

To this court came *I. M.* in his own proper person,
 and brought into this court the king's writ of right close,
 against *J. F. and S.* his wife, to the bailiff of *Richard*
B. esquire, and *H. his wife*, of his Manor of *Alton*
Westbrook, directed in form of law, according to the cus-
 tom of the Manor aforesaid, to be executed and deter-
 mined, which writ was in the words following: *George,*
&c. (here recite the whole writ of right close) upon
 which the aforesaid *I. M.* according to the custom of the
 Manor aforesaid, made protestation, to prosecute his
 said writ, against the aforesaid *J. F. and S.* his wife, in
 form and nature of the king's writ of covenant at common
 law, to the end that the aforesaid *J. F. and S.* his wife,
 perform the covenant to the said *I. M.* between them,
 made of the several tenements aforesaid, in the aforesaid
 writ set forth, specified and demanded, by them the said
J. F. and S. his wife, held in *Alton Westbrook* aforesaid;
 and

and found pledges to prosecute his said writ, to wit, *I. D.* and *R. R.* upon which the aforesaid *J. F.* and *S.* his wife, were solemnly called and appeared, and upon this the said *J. F.* and *S.* wife his, prayed licence to agree with the aforesaid *I. M.* his suit aforesaid, and gave to the lord for such licence, three shillings and fourpence. And the agreement is such, to wit, that the said *J. F.* and *S.* his wife, have acknowledged the said tenements, with the appurtenances, to be the right of him the said *I. M.* as those which the said *I. M.* hath of the gift of the said *J. F.* and *S.* his wife, and those they have remised, and quit claimed, from them the said *J. F.* and *S.* his wife, and the heirs of the said *J. F.* to the said *I. M.* and his heirs for ever; and moreover the said *J. F.* and *S.* his wife, have granted for themselves, and the heirs of the said *J. F.* that they will warrant to the said *I. M.* and his heirs, the said tenements, with the appurtenances, against the said *J. F.* and *S.* his wife, and the heirs of the said *J. F.* for ever; and for this acknowledgment, quitting, claim, warranty, fine and concord, end and agreement, the said *I. M.* gave to the said *J. F.* and *S.* his wife, twenty marks sterling, &c.

Examined by *G. B.* Steward there.

Bargain

Bargain and Sale of a bankrupt's Copyhold estate, from the commissioners to the assignees.

This indenture made, &c. between *Tho. H. Henry S.* and *John T.* esquires, the major part of the commissioners named and authorised in and by a commission of bankrupt, awarded and issued against *I. C.* late of, &c. in the county of ———, maltster, dealer and chapman, of the one part, and *A. B.* of, &c. maltster, and *C. D.* of, &c. miller, the assignees under the said com- Recital of Commission.
mission of the other part. Whereas his Majesty's commission, under the great seal of *Great-Britain*, (grounded upon the several statutes made and now in force concerning bankrupts) bearing date at *Westminster* the 24th day of *June* last past, hath been awarded and issued against the said *I. C.* directed to the said *Tho. H. Henry S.* and *John T.* together with *Edward W.* esquire, and *Rob. F.* gent. thereby giving full power and authority to them the said commissioners, four or three of them to execute the same. And whereas the said commissioners, parties Proof of the trading and bankruptcy.
to these presents, or the major part of the said commissioners by the said commission named and authorised, upon due examination of witnesses, and other good and sufficient proof, upon oath before them had and taken, have found that the said *I. C.* did, for the space of * ——— years and upwards, previous to the date and suing forth of the said commission, carry on the trade and business of a maltster, dealer and chapman, by buying and selling large quanti-

* The time mentioned in the proof of the trading and bankruptcy.

ties of malt, and thereby sought and endeavoured to get his living, as others of the same business usually do, and in the course of his said trading and dealing as aforesaid, became justly and truly indebted to *James N.* * of ———, aforesaid, in the sum of 100*l.* and upwards, and have also found upon good proof, upon oath, that the said *I. C.* did before the date and suing forth of the said commission, in the judgment of the said commissioners, parties hereto, become bankrupt, within the true intent and meaning of the several statutes made and now in force concerning bankrupts, some or one of them, and have adjudged and declared him bankrupt accordingly. And

Choice of assignees. whereas at a meeting of the major part of the commissioners in and by the said commission named and authorised, at the *Guildhall* of the city of *London*, on the ——— day of ——— last past, pursuant to notice in the *London Gazette* for that purpose given, the major part in value of the creditors of the said *I. C.* then present, and who had proved their debts under the said commission, and whose debts respectively amounted to 10*l.* or upwards, did nominate, elect and choose, the said *A. B.* and *C. D.* to be assignees of the estate and effects of the said *I. C.* and directed a bargain and sale thereof to be made to them accordingly, by the said commissioners. And whereas the major part of the commissioners, parties to these presents, in further execution of the said commission, and by due examination of witnesses upon oath found, or it otherwise appeared unto them, that the said *I. C.* at the time he became bankrupt as aforesaid, was seised or possessed of a certain Copyhold or customary messuage or tenement, and premises, held by the said *I. C.* of the Manor of *A.* in the county of *B.* by copy of court roll of the

* The petitioning creditor.

said Manor, to him and his heirs for ever, at the will of the lord, according to the custom of the said Manor.

Now this Indenture witnesseth, that the said commissioners, parties to these presents, being the major part of the commissioners in and by the said commission named and authorised, in consideration of five shillings to them in hand paid by the said *A. B.* and *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have ordered, granted, bargained, sold, and by these presents do (as much as in them the said commissioners, parties to these presents lie, and they lawfully may) order, grant, bargain and sell unto the said *A. B.* and *C. D.* their heirs and assigns, all and singular the said Copyhold or customary messuage or tenement, and premises, and also all and singular other the said bankrupt's Copyhold lands and tenements, and hereditaments, held of the said Manor of *A.* and also all the estate, right, title, interest, use, trust, property, possession, benefit, equity of redemption, claim and demand whatsoever, which he the said *I. C.* at the time of his becoming bankrupt as aforesaid, had of, in or to all and singular the said Copyhold, or customary messuage or tenement, and all and singular other the premises herein before mentioned, and hereby ordered, bargained and sold, or mentioned or intended so to be, with their and every of their appurtenances, and also all other Copyhold or customary messuages, lands, tenements, and hereditaments whatsoever and wheresoever, which he the said *I. C.* hath purchased or obtained for money, or other recompence jointly with his wife, children or child, to the only use of him the said *I. C.* And also all such use, estate, interest, right, and title whatsoever, which he the said *I. C.* had of, in or to, any Copyhold or customary messuages, lands, tenements or hereditaments whatsoever, at

the time he became bankrupt as aforesaid, which he could depart withall; and all and singular other the premises herein before ordered, bargained and sold, or mentioned or intended so to be, to have and to hold the said Copyhold or customary messuage or tenement, and premises, hereby ordered, bargained and sold, or mentioned or intended so to be, with their and every of their appurtenances, unto them the said *A. B.* and *C. D.* their heirs and assigns, unto, and for the only proper benefit and advantage of them the said *A. B.* and *C. D.* their heirs and assigns for ever, according to the said *I. C.* his right and interest therein, subject to such mortgage or mortgages, or other charges and incumbrances, if any such there be, as the same are legally charged with and liable to. In trust, nevertheless, for the benefit and advantage of them the said *A. B.* and *C. D.* and all and every other the creditors of the said *I. C.* who already have, or shall hereafter, in due time, come in and seek relief by virtue of the said commission, or any renewed commission against the said *I. C.* and duly prove and ascertain their several and respective debts under the same, according to the directions and limitations of the said statutes. And as to the overplus, if any, shall be, after payment and satisfaction of all such debt or debts, as shall or may be proved under the said commission, or any renewed commission against the said *I. C.* and the charges of suing forth and prosecuting the same, in trust for the said *I. C.* his heirs or assigns, according to the said statutes, and the true intent and meaning thereof. And the said *A. B.* and *C. D.* do hereby for themselves severally, and not the one for the other of them, and for their several heirs, executors, and administrators, covenant, promise, and agree with and to the said commissioners, parties hereto, by these presents, and with and to every and each of them, their executors and

Covenant
from assignees
that they
will be

and administrators, that is to say, that each of them the admitted
said *A. B.* and *C. D.* and their heirs and assigns, shall and to and sell
will, at the next general or special court baron, to be the bank-
holden for the said Manor of *A.* cause or procure them- rupt's ef-
selves to be admitted tenants of the said Manor of *A.* for tate with
the said Copyhold or customary messuage or tenement, all conve-
and premises, at the will of the present, or any future nient
lord or lords, lady or ladies of the said Manor of *A.* by speed.
the rod, according to the custom of the said Manor; and
shall also pay and compound with the lord or lords, lady
or ladies of the said Manor, for the respective fines and
heriots due on such admittance for the same respectively,
and also pay and satisfy to the steward of the said Manor,
his respective fees and charges for the said admittance,
and also shall and will after their said admittance as afore-
said, make sale and disposition, surrender and yield up,
or otherwise of the said Copyhold or customary messuages
or tenements, and hereditaments, with all convenient
speed, to any person or persons, to and for the most mo-
ney and best price or prices, that can or may, *bona fide*,
be had and obtained for the same. And further that they
the said *A. B.* and *C. D.* their heirs, executors and admini- from af-
strators, shall and will from time to time, and at all signees to
times hereafter, upon reasonable request or notice to them account
given for that purpose, under the hands of the commissi- upon oath
oners by the said commission, or any renewed commission, for the
authorised as aforesaid, or the major part of them, render Bank-
and give unto the said commissioners by the said com- rupt's ef-
mission, or any renewed commission, authorised as afore- ffects, &c.
said, or the major part of them, a just and true account
of all and every such sum or sums of money, or other sa-
tisfaction, which they the said *A. B.* and *C. D.* their
heirs, executors, or administrators, respectively shall or
may have received, obtained, or raised, by virtue of

these presents, or by means of this present deed of bargain and sale, out of the estates of the said *I. C.* hereby ordered, bargained, and sold; and all such monies, or other satisfaction, as shall appear to be so by them received as aforesaid, they the said *A. B.* and *C. D.* shall and will (after all just allowances thereout deducted) upon the like reasonable request, well and truly pay; satisfy, and render, on cause to be paid; satisfied and rendered to them the said commissioners authorised, or the major part of them, as they or the major part of them shall direct or appoint under their hands, to the end the same monies or other satisfaction may be by them the said commissioners, in and by the said commission or any renewed commission authorised, or the major part of them, ordered, disposed, distributed, and divided unto, and amongst all and every the creditors of the said *I. C.* who have already come in, or shall hereafter in due time come in and seek relief by virtue of the said commission, according to the limitations of the several statutes therein mentioned as aforesaid, to the end the same monies and other satisfaction may be answered and paid to the creditors seeking relief as aforesaid, proportionably, according to their several debts due and owing to them respectively, from the said *I. C.* according to the order of dividend to be made by the said commissioners of the same; and until such monies shall be so disposed of and divided, shall and will pay and deposit the same into the hands of ———, bankers, as often as the same shall amount to the sum of 100*l.* and upwards. And they the said *A. B.* and *C. D.* for themselves, their heirs, executors and administrators, do hereby further covenant, promise, and agree, to and with the said commissioners parties hereto, and to and with every of them, and their executors, and administrators, that they the said *A. B.* and *C. D.* their heirs and assigns, shall and will
from

Covenant
indem-
nify the
commis-
sioners.

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from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnified, as well the said commissioners, parties to these presents, in and by the said commission named and authorized, or by any renewed commission to be named or authorized, and their heirs, executors, and administrators, and every of them, as their and every of their bodies, goods, chattels, lands, and tenements, and every of them, their and every of their messengers, agents, and servants, who have been by them employed in or about the execution of the said commission, of, from and against all and all manner of actions, suits, troubles, charges, damages, and expences whatsoever, that shall or may at any time or times hereafter arise, happen, or come unto them the said commissioners, or any or either of them, or any of their messengers, agents and servants, heirs, executors, or administrators, for or by reason or means of this present deed of bargain and sale, or any other act, matter or thing by them, or either or any of them lawfully acted or done by virtue of the said recited commission, or by their or any of their lawful intermeddling in the estate or effects of the said I. C. In witness, &c.

Notwithstanding the advice given by Lord *Hardwicke* to commissioners of bankrupts to except Copyholds out of the deed of assignment, in order that the commissioners might convey in the first instance to a purchaser, to preclude the necessity of the admittance of the assignees (for which a fine would be due from the estate to the lord) it is presumed there may be many cases, where it may be advisable for the assignees to be admitted.

EXTRACT of an ACT of the 19th of CHARLES
the 11d. Chap. 6.

*Act for the redress of inconveniences, by want of proof
of the death of persons beyond the seas, or absenting
themselves, upon whose lives others do depend.*

“ WHEREAS divers lords of Manors and others have
“ used to grant estates by copy of court roll, for one,
“ two, or more life or lives, according to the custom of
“ their several Manors; and have also granted estates by
“ lease for one or more life or lives, or else for years, de-
“ terminable upon one or more life or lives; and it hath
“ often happened, that such person or persons for whose
“ life or lives such estates have been granted, have gone
“ beyond the seas, or so absented themselves for many
“ years, that the lessors or reversioners cannot find out
“ whether such person or persons be alive or dead, by
“ reason whereof such lessors and reversioners have been
“ held out of possession of their tenements for many years,
“ after all the lives upon which such estates depended are
“ dead, in regard that the lessors and reversioners, when
“ they have brought actions for the recovery of their te-
“ nements, have been put upon it to prove the death of
“ their tenants, when it is almost impossible for them to
“ discover the same.

“ For remedy of which mischief, so frequently hap-
“ pening to such lessors or reversioners, be it enacted by
“ the King’s most Excellent Majesty, by and with the
“ advice and consent of the lords spiritual and temporal,
“ and

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“ and the commons, in this present parliament assembled,
 “ and by the authority of the same, that if such person or
 “ persons, for whose life or lives such estates have been
 “ or shall be granted as aforesaid, shall remain beyond the
 “ seas, or elsewhere absent themselves in this realm, by
 “ the space of seven years together, and no sufficient and
 “ evident proof be made of the lives of such person or
 “ persons respectively, in any action commenced for re-
 “ covery of such tenements by the lessors or reverfi-
 “ oners; in every such case the person or persons upon
 “ whose life or lives such estate depended, shall be ac-
 “ counted as naturally dead; and in every action brought
 “ for the recovery of the said tenements by the lessors or
 “ reversioners, their heirs or assigns, the judges before
 “ whom such action shall be brought, shall direct the jury
 “ to give their verdict as if the person so remaining be-
 “ yond the seas, or otherwise absenting himself, were
 “ dead.

Provided always and be it enacted, “ That if any per-
 “ son or persons shall be evicted out of any lands or te-
 “ nements by virtue of this act, and afterwards, if such
 “ person or persons, upon whose life or lives such estate or
 “ estates depend, shall return again from beyond seas, or
 “ shall on proof in any action to be brought for the reco-
 “ very of the same, be made to appear to be living, or
 “ to have been living at the time of the eviction; that
 “ then and from thenceforth the tenant or lessee, who
 “ was ousted of the same, his or their executors, adminis-
 “ trators or assigns, shall or may re-enter, re-possess,
 “ have, hold, and enjoy the said lands or tenements in
 “ his or their former estate, for and during the life or
 “ lives, or so long term as the said person or persons
 “ upon whose life or lives the said estate or estates depend,
 “ shall be living; and also shall, upon actions or ac-
 “ tions

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" tions to be brought by him or them against the lessors,
 " reversioners, or tenants in possession, or other persons
 " respectively, which since the time of the said eviction
 " received the profits of the said lands or tenements, re-
 " cover for damages the full profits of the said lands or
 " tenements respectively, with lawful interest for and
 " from the time that he or they were ousted of the same
 " lands or tenements, and kept and held out of the same
 " by the said lessors, reversioners, tenants or other per-
 " sons who after the said eviction received the profits of
 " the said lands or tenements, or any of them respec-
 " tively, as well in the case when the said person or
 " persons, upon whose life or lives such estate or
 " estates did depend, are or shall be dead at the time of
 " bringing of the said action or actions, as if the said
 " person or persons were then living.

 EXTRACT 9th GEORGE the First, c. 29.

*An Act, to enable Lords of Manors, more easily to recover
 their fines, and to exempt Infants and Females Covert from
 forfeitures of their Copyhold Estates in particular cases:*

I. " Whereas some doubts have arisen in the
 " law, concerning the power of lords of Manors,
 " in that part of *Great Britain*, called *England*,
 " and the dominion of *Wales*, to seize the Copyhold
 " lands, tenements, and hereditaments, parcel of their
 " Manors, on the neglect or refusal of persons to come
 " in and be admitted tenants of the same. Therefore
 " for ascertaining the law, and providing a reasonable
 " and proper remedy for the lords of Manors, to compel
 " the

“ the admission of their tenants ; Be it enacted, by the
 “ King’s most Excellent Majesty, by and with the advice
 “ and consent, of the lords spiritual and temporal, and
 “ commons, in this present parliament assembled, and by
 “ authority of the same, that where any person or persons,
 “ being under the age of one and twenty years, or feme or
 “ femes covert, shall, from, and after the 24th day of June
 “ 1723, be intituled by descent, or surrender to the use of
 “ a last will to be admitted tenant or tenants of any Co-
 “ pyhold messuages, lands, tenements, or hereditaments,
 “ within that part of *Great Britain* called *England*, or the
 “ dominion of *Wales*, they the said infants or femes covert,
 “ not having been admitted thereto, and not having paid
 “ their fines; every such infant or feme covert, in their
 “ proper persons, or such feme covert by her attorney, or
 “ such infant, by his or her guardian or guardians, if he or
 “ she shall have any such; and in case he or she shall have
 “ no guardian or guardians, then by his or her attorney
 “ or attornies (for which purpose such infants and femes
 “ covert, shall be and are hereby impowered, by writing
 “ under his or her hand and seal respectively, to ap-
 “ point an attorney or attornies on his or her behalf)
 “ shall come to, and appear at one of the three next
 “ courts, which shall be kept (for the keeping whereof
 “ the usual notice shall be given) for such Manor or Ma-
 “ nors, whereof such messuages, lands, tenements or he-
 “ reditaments, shall be parcel; and shall there tender and
 “ offer themselves to the lord or his stewards of such
 “ courts, to be admitted tenants, to all and every the said
 “ messuages, lands, tenements, and hereditaments, so sur-
 “ rendered; descended, or come to, or to the use of
 “ every such infant or feme covert. To make which
 “ appearance, and to take such admittance in behalf of
 “ such infant or feme covert, such guardian and attorney,
 “ shall

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“ shall be, and they are hereby respectively authorized
 “ and required. And in default of the appearance of
 “ such infants or femes covert, in their own persons, or
 “ by their guardians or attornies in that behalf, and of
 “ acceptance of such admittance as aforesaid, it shall and
 “ may be lawful to and for the lord or lords, of every
 “ such Manor or Manors, or his and their steward and
 “ stewards of the courts thereof, after such three several
 “ courts have been duly holden, for such Manor or Ma-
 “ nors, and proclamations in such several courts, been re-
 “ gularly made, to nominate and appoint at any subse-
 “ quent court or courts, to be holden for such Manor or
 “ Manors, any fit person to be guardian or attorney, for
 “ every such infant or feme covert for that purpose only,
 “ and by such guardian or attorney to admit every such
 “ infant or feme covert, to all and every the said mes-
 “ suages, lands, tenements, and hereditaments, according
 “ to such estates, as such infants or femes covert shall be
 “ legally intitled to therein, and upon every such admit-
 “ tance, to impose and set such fine and fines as might
 “ have been legally imposed and set, if such infant so ad-
 “ mitted, had been of full age, or if such feme covert had
 “ been sole or unmarried.

“ II. And be it further enacted by the authority
 “ aforesaid. That upon every such admittance or ad-
 “ mittances, of any infant or feme covert as aforesaid,
 “ the fine or fines imposed, and set thereupon, shall and
 “ may be demanded by the bailiff, or agent of the lord
 “ or lords of such Manors, by a note in writing, signed
 “ by the lord of such Manor, or by his steward, to be
 “ left with such infant or feme covert, or with the guar-
 “ dian of such infant, or husband of such feme covert, or
 “ with the tenant or occupier of the messuages, lands, or
 “ tenements, to which such infant or feme covert was
 “ admitted

“ admitted; and that if in such case, the said fine or fines,
 “ so imposed and set, be not paid or tendered to such
 “ lord or lords, or to his, or their steward or stewards,
 “ within three months after such demand made, that then
 “ it shall and may be lawful, to and for the lord or lords,
 “ of such Manor or Manors, where such admittance or
 “ admittances are had, to enter into and upon, all and
 “ every the Copyhold, messuages, lands, tenements,
 “ and hereditaments, to which any such infant or feme
 “ covert, shall be so admitted, and to hold and enjoy the
 “ same, and to receive the rents, issues, and profits
 “ thereof, but without liberty to sell any timber standing
 “ thereon, for so long time only, and until by such
 “ rents, issues, and profits, such lord or lords, shall be
 “ fully paid and satisfied such fine and fines, together with
 “ all reasonable and necessary costs and charges, which
 “ such lord or lords shall have been put unto in levying
 “ and raising the same, and in obtaining the possession
 “ of such Copyhold, messuages, lands, tenements, and
 “ hereditaments, although such infant or feme covert,
 “ shall happen to die before such fine and fines, and the
 “ costs and charges aforesaid, shall be raised and collect-
 “ ed; of all which rents, issues, and profits, so to be
 “ received by such lord or lords, of such Manor or Ma-
 “ nors, or his or their stewards, bailiffs, or servants,
 “ upon the occasion aforesaid, such lord or lords, of such
 “ Manor or Manors, shall yearly and every year, upon
 “ demand to be made by such person or persons, who
 “ shall be intitled to the surplus of the rents and pro-
 “ fits, over and above what will pay and satisfy such
 “ fine and costs, and charges so received as aforesaid, or
 “ by such person or persons, as shall be then entitled to
 “ such Copyhold estate, give and render a just and true
 “ account, and shall pay the said surplus, rents, issues,
 “ and

“ and profits, if any to such person and persons as shall
 “ be respectively intitled to the same.

III. “ And it is hereby further enacted, by the au-
 “ thority aforesaid, that as soon as such fine or fines,
 “ and the costs, charges, and expences aforesaid, shall
 “ be fully paid and satisfied, or if after such seizure of,
 “ and entry upon such Copyhold lands, tenements, or
 “ hereditaments, for the purposes aforesaid, such fine or
 “ fines, and the costs and charges aforesaid, shall be law-
 “ fully tendered and offered to be paid and satisfied to the
 “ lord or lords of such Manor or Manors, that then in
 “ any of the said cases, it shall and may be lawful, to and
 “ for such infant or feme covert, or other person intitled
 “ thereto, to enter upon, and take possession of, and hold
 “ the said Copyhold premises, according to such estate
 “ or interest, as he or she shall be lawfully intitled to
 “ therein; and the lord or lords of such Manor or Ma-
 “ nors, shall, and is, and are hereby required, in any
 “ of the said cases to deliver possession thereof accord-
 “ ingly; and if such lord and lords of such Manor or
 “ Manors, after such fine or fines, and the costs and
 “ charges aforesaid, shall be fully paid and satisfied, or after
 “ the same shall have been tendered or offered to be paid
 “ as aforesaid, shall refuse to deliver the possession of the said
 “ Copyhold premises as aforesaid, he or they shall be liable
 “ to; and shall make satisfaction to the person or persons so
 “ kept out of possession, for all the damages that he or
 “ she shall thereby sustain, and all the costs and charges
 “ that he or she shall be put unto for recovery thereof.

IV. “ And be it further enacted, by the authority
 “ aforesaid, that where any infant or feme covert shall
 “ be admitted to any Copyhold messuages, lands, tene-
 “ ments, or hereditaments, if the guardian of such in-
 “ fant, or husband of such feme covert, shall pay to the
 “ lord

" lord or lords of any Manor or Manors, the fine or
 " fines legally imposed, and set upon such admittance or
 " admittances, and the costs and charges which such
 " lord of such Manors shall have been put unto as afore-
 " said, that then it shall and may be lawful, to and for
 " every guardian of such infant, or husband of such feme
 " covert, their executors and administrators, to enter
 " into, and to hold and enjoy, all and every the said
 " Copyhold, messuages, tenements, and hereditaments, to
 " which such infant, or feme covert, shall be so admitted,
 " and the rents, issues, and profits thereof, to receive and
 " take to his and their own use, until thereby such guar-
 " dian of such infant, or husband of such feme covert,
 " their executors, and administrators, shall be fully sa-
 " tisfied, and paid all and every such sum and sums of
 " money, as they shall respectively pay and disburse up-
 " on the account aforesaid, notwithstanding the death or
 " deaths of such infant, or femes covert, shall happen
 " before such sum or sums of money so expended, shall
 " or may be so raised and reimbursed.

V. " Provided always, and be it enacted by the authority
 " aforesaid, that from and after the aforesaid 24th day
 " of *June*, one thousand seven hundred and twenty-three,
 " no infant or feme covert shall forfeit any Copyhold
 " messuages, lands, tenements or hereditaments, with-
 " in that part of *Great Britain* called *England*, and the
 " dominion of *Wales*, for their neglect or refusal to
 " come to any court or courts, to be kept for any Ma-
 " nor or Manors, whereof such messuages, lands, tene-
 " ments, or hereditaments, are parcel, and to be ad-
 " mitted thereto, nor for the omission, denial or refusal,
 " of any such infant or feme covert, to pay any fine or
 " fines, imposed or set upon their or any of their ad-
 " mittances to any such Copyhold messuages, lands,
 " tenements,

" tenements or hereditaments; any law, usage or custom
 " tom to the contrary thereof notwithstanding."

VI. *Provided nevertheless*, " That if the said fine or
 " fines, imposed in any of the cases before mentioned,
 " shall not be warranted by the custom of the Manor, or
 " shall be unlawful, that then such infant or *feme covert*
 " shall be at liberty to controvert the legality of such fine
 " or fines, in such manner as he or she might have done,
 " if this act had never been made; any thing herein con-
 " tained to the contrary notwithstanding."

EXTRACT of the 29th of GEORGE the Second, c. 36.

*An Act for inclosing, by the mutual consent of the lords and
 tenants, part of any common, for the purpose of planting
 and preserving trees fit for timber or underwood, and for
 more effectually preventing the unlawful destruction of
 trees.*

" Whereas by the statute made at *Merton*, it was pro-
 " vided and granted, that lords of wastes, woods and
 " pastures, in which their tenants have common of pas-
 " ture, reserving to their tenants sufficient pasture, as
 " much as belongeth to their tenements, with sufficient
 " ingress and egress to the same, may approve the resi-
 " due of such wastes, woods and pastures: And whereas
 " by a statute made in the thirteenth year of the reign of
 " King *Edward the Third*, commonly called the statute
 " of *Westminster the second*, it was ordained, that the
 " said statute of *Merton* should hold place between lords
 " of wastes, woods and pastures. and their neighbours,
 " having common appurtenant therein; and provision is
 " thereby

“ thereby made against casting down dikes and hedges
 “ levied by such as have right so to approve: And
 “ whereas by an act made in the third and fourth year of
 “ the reign of King *Edward* the Sixth, intituled, An
 “ Act concerning the approvement of moors and waste
 “ grounds; the said statutes and all articles thereof, then
 “ not repealed were confirmed: And whereas the said
 “ provisions for the approvement of wastes, woods and
 “ pastures, have been in many cases rendered ineffectual,
 “ by the contradiction and dissent of a few persons having
 “ right of common in the said wastes, woods and pas-
 “ tures; who, under pretence that sufficient pasture is
 “ not reserved to them, disturb the lords of such wastes,
 “ woods and pastures, or their assigns, in the possession
 “ of the ground and soil so approved, and discourage
 “ them from asserting their right to make or continue
 “ such approvement: And whereas the general provisi-
 “ ons made by an act of the thirty-fifth year of the reign
 “ of King *Henry* the Eighth, and by several other acts
 “ of parliament, for preserving woods; and the particu-
 “ lar provisions made by two several acts of parliament
 “ the twentieth year of King *Charles* the Second, inti-
 “ tuled, An act for the increase and preservation of tim-
 “ ber within the *Forest of Dean*; and the other of the
 “ ninth and tenth year of the reign of King *William* the
 “ Third, intituled, An act for the increase and preserva-
 “ tion of timber in the *New Forest*, in the county of
 “ *Southampton*,; whereby part of the waste lands of the
 “ said several Forests are directed to be inclosed and kept
 “ in severalty for the growth and preservation of timber,
 “ have not been duly put in execution; and whereas for
 “ want of a proper supply of timber of the growth of this
 “ kingdom, a great quantity of foreign timber is neces-
 “ sarily used for building ships and houses, and for other
 “ purposes,

A a

" purposes, and the general price of timber and wood is
 " greatly increased. And whereas many tracts of waste
 " land, unfit for tillage or pasture, but capable of pro-
 " ducing different kind of trees, may conveniently be in-
 " closed for the growth of timber and underwood, to the
 " advantage both of the owners of the ground and soil of
 " such wastes, and also such as have right of common
 " therein, and such inclosure will also be of public uti-
 " lity:" *It is therefore enacted,* " That it shall and may
 " be lawful to and for his Majesty, his heirs and succes-
 " sors, and all other owners of waste woods and pastures
 " in that part of *Great-Britain* called *England*, wherein
 " any person or persons, or body or bodies, politic or
 " corporate, hath or have right of common of pasture,
 " by and with the assent of the major part in number and
 " value of the owners and occupiers of tenements to
 " which the said right of common of pasture doth belong,
 " and to and for the major part in number and value of
 " the owners and occupiers of such tenements, by and with
 " the assent of the owner or owners of the said wastes,
 " woods and pastures, and to or for any other person or
 " persons, or body politic or corporate, by and with the
 " assent and grant of the owner or owners of such wastes,
 " woods and pastures, and the major part in number
 " and value of the owners and occupiers of such tene-
 " ments, to inclose and keep in severalty for the growth
 " and preservation of timber or underwood, any part of
 " such wastes, woods and pastures, for such time, and
 " such manner, and upon such conditions, as shall be
 " agreed by them respectively.

Provided always, " That every agreement for such in-
 " closure shall be in writing, and signed by the parties,
 " and the same shall be registered and inrolled by the
 " clerk of the peace for the county, riding, or division,
 " where

“ where such wastes, woods or pastures, or the greater
“ part of them shall lie, within three months next after
“ the execution of such agreement.
“ *Provided also, and be it enacted,* “ That it shall and
“ may be lawful to and for all persons, or bodies politic
“ or corporate, who shall think themselves injured or ag-
“ grieved by such agreement, or for any persons in their
“ behalf, within six months next after any such agree-
“ ment, shall be registered and inrolled in manner afore-
“ said, to make complaint thereof, by appeal to the jus-
“ tices of the peace at any quarter sessions to be held for
“ the same county, riding or division, who are hereby
“ authorised and required to hear and determine such ap-
“ peal, and whose determination therein shall be final;
“ and if no such appeal shall be made, then the said agree-
“ ment so registered and inrolled as aforesaid, shall be for
“ ever binding to all persons whatsoever, without any
“ further or other appeal.”

Of the STAMPS used in passing of COPYHOLD ESTATES.

The stamps now required by the last act of parliament, to be used in the passing of Copyhold estates are seven shillings, which the several acts * direct “ shall be upon every skin, &c. upon which shall be ingrossed, &c. any surrender of, or admittance to, any Copyhold land, &c. or any other copy of court roll (except the surrender to the use of a will, and the court roll or books wherein the proceedings of the court are entered and inrolled.”—The penning of these acts, has been thought to be somewhat obscure, and some gentlemen of the profession have fallen into the mistake, of supposing it to be necessary to affix a stamp of this sum not only to the copy of the court roll, which contains the admittance and is the title to the Copyholder's estate, but to the surrender as well: whereas in truth the surrender in court, upon which there is an immediate admittance, and is an act done in court *viva voce*, and not being reduced to writing, of course there can be no stamp; and in the copy delivered to the tenant of his admittance, the surrender so made in court is merely a recital of an act. If the surrender however is made at one court, and no admittance takes place till the next court, or if a surrender is made out of court, into the hands of the lord, the steward, or two Copyhold tenants, in these cases, the surrender must be reduced to writing, and then of course it will require the same stamp.

* 10 Anne, c. 19, s. 100. 12 Anne, s. 1. c. 23, s. 4. 17 George, 3. c. 50, s. 17. 23 George 3. c. 58, s. 1.

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